



भारत का राजपत्र

The Gazette of India

प्राविकार से प्रकाशित

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No. 5] NEW DELHI, SATURDAY, JANUARY 29, 1966/MAGHA 9, 1887

इस भाग में भिन्न पृष्ठ संख्या की जाती है जिससे कि वह अलग संकलन के लिए में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र १७ जनवरी, १९६६ तक प्रकाशित किए गये।

The undermentioned Gazettes of India Extraordinary were published up to the 17th January, 1966:—

Issue No.	No. and Date	Issued by	Subject
5	S.O. 163, dated 11th January, 1966.	Ministry of Commerce	Appointing a body of persons to enquire into the affairs of the Shri Bharathi Mills Limited, Pondicherry.
6	S. O. 189, dated 13th January, 1966.	Central Board of Direct Taxes.	The Income-tax (Amendment) Rules, 1966.
7	S. O. 190, dated 14th January, 1966.	Ministry of Commerce.	Declaration that every person will have to seek permission, to enter into any forward contract for the sale or purchase of certain goods specified in the schedule therein, from the Central Government.
	S.O. 191, dated 14th January, 1966.	Do.	Declaration that the provisions for section 17 of the Forward Contracts (Regulation Act, 1952 shall apply to non-transferable specific delivery contracts in respect of aforesaid goods in the whole of India.

Issue No.	No. and Date	Issued by	Subject
	S.O. 192, dated 14th January, 1966.	Ministry of Commerce	Declaration that no person shall, save with the permission of the Central Government enter into any non-transferable specific delivery contract for the sale or purchase of any of the aforesaid goods in the whole of India.
8	S.O. 193, dated 15th January, 1966.	Ministry of Steel and Mines.	Amendment in the notification No. S.O. 3987, dated 24th December, 1965.
	S.O. 194, dated 15th January, 1966.	Do.	Making that any person may, without any order of allotment or written authority, (a) acquire or purchase or agree to acquire or purchase, (b) despatch or agree to despatch or transport, or (c) divert or transfer or agree to divert or transfer, hard coke produced from By-product Ovens, etc.
9	S.O. 195, dated 17th January, 1966.	Ministry of Commerce.	Establishing the Export Inspection Agencies for quality control and inspection of certain commodities.

जम्पर लिस्ट असाधारण गजटों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएँगी। मांगपत्र प्रबन्धक के पास हन गजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—लक्षण 3—उपलक्षण (ii)

PART II—Section 3—Sub-section (ii)

(राजा भैशालय का छोड़कर) भारत सरकार के मंत्रालयों और (संघ स्तर प्रशासन का छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विविध आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 15th January 1966

■ S.O. 301-In exercise of the powers conferred by section 21 and sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby appoints, in respect of each of the Parliamentary constituencies in the State of Andhra Pradesh as determined by the Delimitation Commission in its order No. 3, dated the 3rd July, 1965, and specified in column 1 of the Table below :

- (a) the officer specified in the corresponding entry in column 2 of the said Table to be the Returning Officer; and
- (b) the officer specified in the corresponding entry in column 3 of the said Table to be the Assistant Returning Officer.

TABLE

Name of the Constituency	Returning Officer	Assistant Returning Officer
I	2	3
1. Srikakulam . . .	Collector, Srikakulam.	Personnel Assistant to Collector, Srikakulam.
2. Parvathipuram . . .	Collector, Srikakulam.	Personnel Assistant to Collector, Srikakulam.
3. Bobbili . . .	Collector, Srikakulam	Personnel Assistant to Collector, Srikakulam.
4. Visakhapatnam . . .	Collector, Visakhapatnam.	Personnel Assistant to Collector, Visakhapatnam.
5. Bhadrachalam . . .	Collector, Khammam.	Personnel Assistant to Collector, Khammam.
6. Anakapalli . . .	Joint Collector, Visakhapatnam.	Huzur Sarshadar, Collector's Office, Visakhapatnam.
7. Kakinada . . .	Collector, East Godavari.	Personnel Assistant to Collector, East Godavari.
8. Rajahmundry . . .	Collector, East Godavari.	Personnel Assistant to Collector, East Godavari.
9. Amalapuram . . .	Collector, East Godavari	Personnel Assistant to Collector, East Godavari.
10. Narsapur . . .	Collector, West Godavari	Personnel Assistant to Collector, West Godavari.
11. Eluru . . .	Collector, West Godavari.	Personnel Assistant to Collector, West Godavari.
12. Gudivada . . .	Collector, Krishna.	Personnel Assistant to Collector, Krishna.
13. Vijayawada . . .	Collector, Krishna .	Personnel Assistant to Collector, Krishna.
14. Machilipatnam . . .	Collector, Krishna.	Personnel Assistant to Collector, Krishna.
15. Ongole . . .	Collector, Guntur	Personnel Assistant to Collector, Guntur.
16. Guntur . . .	Collector, Guntur	Personnel Assistant to Collector, Guntur.
17. Narasaraopet . . .	Collector, Guntur.	Personnel Assistant to Collector, Guntur.
18. Kavali . . .	Collector, Nellore.	Personnel Assistant to Collector, Nellore.
19. Nellore . . .	Collector, Nellore.	Personnel Assisnat to Collector, Nellore.
20. Tirupathi . . .	Collector, Chittoor	Personnel Assistant to Collector, Chittoor.
21. Chittoor . . .	Collector, Chittoor	Personnel Assistant to Collector, Chittoor.
22. Rajampet . . .	Collector, Cuddapah	Personnel Assistant to Collector, Cuddapah.
23. Cuddapah . . .	Collector, Cuddapah.	Personnel Assistant to Collector Cuddapah.
24. Hindupur . . .	Collector, Anantapur	Personnel Assistant to Collector, Anantapur.
25. Anantapur. . .	Collector, Anantapur.	Personnel Assistant to Collector, Anantapur.
26. Kurnool . . .	Collector, Kurnool.	Personnel Assistant to Collector, Kurnool.
27. Nandyal . . .	Collector, Kurnool	Personnel Assistant to Collector, Kurnool.
28. Nagarkurnool . . .	Collector, Mahbubnagar.	Personnel Assistant to Collector, Mahbubnagar.
29. Mahbubnagar . . .	Collector, Mahbubnagar.	Personnel Assistant to Collector, Mahbubnagar.
30. Hyderabad . . .	Collector, Hyderabad.	Personnel Assistant to Collector, Hyderabad.

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31. Secunderabad . . .	Commissioner, Municipal Corporation of Hyderabad.	Deputy Commissioner, Municipal Corporation of Hyderabad, Hyderabad.
32. Siddipet . . .	Collector, Medak.	Personnel Assistant to Collector, Medak.
33. Medak . . .	Collector Medak.	Personnel Assistant to Collector, Medak.
34. Nizamabad . . .	Collector, Nizamabad.	Personnel Assistant to Collector, Nizamabad.
35. Adilabad . . .	Collector, Adilabad.	Personnel Assistant to Collector Adilabad.
36. Peddapalli . . .	Collector, Karimnagar	Personnel Assistant to Collector, Karimnagar.
37. Karimnagar . . .	Collector, Karimnagar.	Personnel Assistant to Collector, Karimnagar.
38. Warangal . . .	Collector, Warangal.	Personnel Assistant to Collector, Warangal.
39. Khammam . . .	Collector, Khammam.	Personnel Assistant to Collector, Khammam.
40. Nalgonda . . .	Collector, Nalgonda.	Personnel Assistant to Collector, Nalgonda.
41. Miryalguda . . .	Collector, Nalgonda.	Personnel Assistant to Nalgonda.

[No. 434/AP/65.]

New Delhi, the 19th January 1966

S.O. 302.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950, the Election Commission, in consultation with the Government of Mysore, hereby nominates Shri C. J. Padmanabha as the Chief Electoral Officer for the State of Mysore with effect from the date he takes over charge and until further order vice Shri H. Maharudraiah.

[No. 154/9/65.]

By Order,

PRAKASH NARAIN, Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 18th January 1966

S.O. 303.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Bareilly Corporation (Bank) Ltd., Bareilly,—

- (a) in respect of the immovable properties held by it at Farrukhabad, and
- (b) in respect of the house property held by it at Jugalghat, Brindaban (District Mathura)

till the 13th December 1966.

[No. F. 15(4)-BC/65.]

S.O. 304.—In exercise of the powers conferred by clause (c) of sub-section (1) read with sub-section (7) of Section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby renominates Shri C. N. Vakil, as a Director of the Central Board of the Reserve Bank of India with effect from the 24th January, 1966.

[No. F. 3(58)-BC/65.]

V. SWAMINATHAN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 20th January 1966

S.O. 305.—Statement of the Affairs of the Reserve Bank of India, as on the 14th January 1966.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	8,10,70,000
Reserve Fund	80,00,00,000	Rupee Coin	5,45,000
		Small Coin	3,40,000
		Bills Purchased and Discounted :—	
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	(a) Internal
		(b) External
		(c) Government Treasury Bills	87,69,70
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	Balances Held Abroad* Investments**	10,77,62,000 178,91,48,000
		Loans and Advances to :—	
National Industrial Credit (Long Term Operations) Fund	15,00,00,000	(i) Central Government	128,14,70,000
		(ii) State Governments@
Deposits :—		Loans and Advances to :—	
(a) Government		(i) Scheduled Banks†	19,77,50,000
		(ii) State Co-operative Banks‡	171,85,15,000
		(iii) Others	2,23,04,000
(i) Central Government	53,13,32,000		
(ii) State Governments	10,87,43,000		

LIABILITIES	Rs.	ASSETS	Rs.
		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
		(a) Loans and Advances to :—	
(b) Banks		(i) State Governments	29,66,87,000
(i) Scheduled Banks	107,74,01,000	(ii) State Co-operative Banks	12,76,59,000
(ii) State Co-operative Banks	2,88,22,000]	(iii) Central Land Mortgage Banks
(iii) Other Banks	1,94,000	(b) Investment in Central Land Mortgage Bank Debentures	5,47,77,000
(c) Others	214,11,90,000	Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
Bills Payable	27,59,84,000	Loans and Advances to State Co-operative Banks	.
Other Liabilities	73,31,52,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
Rupees	699,68,18,000	(a) Loans and Advances to the Development Bank	2,88,13,000
		(b) Investment in bonds/debentures issued by the Development Bank	..
		Other Assets	41,30,71,000
		Rupees	699,68,18,000

*Includes Cash and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 1,00,00,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the R.B.I. Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 19th day of January, 1966.

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 14th day of January 1966

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	8,16 70,000		Gold Coin and Bullion :—		
Notes in circulation	2791,84,20,000		(a) Held in India	133,75,66,000	
Total Notes issued	2799,94,90,000		(b) Held outside India		
			Foreign Securities	75,05,24,000	
			TOTAL		208,80,90,000
			Rupee Coin		98,06,29,000
			Government of India Rupee Securities		2493,07,71,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES	2799,94,90,000		TOTAL ASSETS		2799,94,90,000

Dated the 19th day of January, 1966.

P. C. BHATTACHARYYA,
Governor.

[No. F.3(3)-BC-/66]
R.K. SESHADRI,
Director(Banking)

(Department of Revenue)

INCOME-TAX

New Delhi, the 7th January 1966

S.O. 306.—In exercise of the powers conferred by sub-section (6) of section 88 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby notifies Shri Mariamman Temple, Samayapuram, Trichirapalli District to be a place of public worship of renown throughout the State of Madras for the purpose of the said Section.

[No. 2/F. No. 16/75/65-IT(AI).1]

J. C. KALRA, Dy. Secy.

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 18th January 1966

S.O. 307.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-Tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioners of Income-Tax of the Ranges specified in column 1 of the schedule below shall perform their functions in respect of all persons and incomes assessed to income-tax or supertax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in column 2 thereof:

SCHEDULE

Range 1.	Income-tax Circles, Wards and Districts 2.
Trivandrum	<ol style="list-style-type: none"> 1. Income-tax Circle, Trivandrum. 2. Salary Circle, Trivandrum. 3. Income-tax Circle, Quilon. 4. Income-tax Circle, Alleppey. 5. Special Survey Circle, Ernakulam (in respect of persons who have their principal place of business in or reside within the jurisdiction of the Income-tax Circles, mentioned above). 6. Special Investigation Circle, Trivandrum.
Ernakulam	<ol style="list-style-type: none"> 1. Income-tax Circle, Ernakulam. 2. Income-tax Circle, Mattancherry. 3. Income-tax Circle, Alwaye. 4. Companies Circle, Ernakulam. 5. Income-tax Circle, Kottayam. 6. Salary Circle, Ernakulam. 7. Special Survey Circle, Ernakulam (in respect of persons who have their principal place of business in or reside within the jurisdiction of the Income-tax Circles mentioned above). 8. Estate Duty-cum Income-tax Circle, Ernakulam.
Calicut	<ol style="list-style-type: none"> 1. Income-tax Circle, Cannanore. 2. Income-tax Circle, Calicut. 3. Income-tax Circle, Palghat. 4. Income-tax Circle, Trichur. 5. Central Circle, Trichur. 6. Companies Circle, Calicut. 7. Special Survey Circle, Ernakulam (in respect of persons who have their principal place of business in or reside within the jurisdiction of the Income-tax Circles mentioned above).

Where an Income-tax Circle, Ward or District or Part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or Part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of Range from whom that Income-tax Circle, Ward or District or Part thereof, is transferred, shall, from the date this notification shall take effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or Part thereof is transferred.

This notification shall take effect from the 25th January, 1966.

Explanatory Note

The amendments have become necessary on account of the creation of a new Range of Appellate Assistant Commissioner of Income-tax, Calicut, in the Charge of the Commissioner of Income-tax, Kerala.

(This note does not form a part of the notification but is intended to be merely clarificatory).

[No. 18 (F. No. 50/3/66-ITJ).]

P. G. GANDHI, Under Secy.

INCOME-TAX

New Delhi, the 20th January 1966

S.O. 308.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 20 (F. No. 55/1/62-IT) dated the 30th April, 1963 published as S.O. 1293 on pages 1454—1457 of the Gazette of India Part II Section 3 sub-section (ii) dated the 11th May, 1963, as amended from time to time:—

Existing entries under columns (1), (2) and (3) against S. Nos. 11 and 11A shall be substituted by the following entries:

Income-tax Commissioners (1)	Head-quarters (2)	Jurisdiction (3)
11. Gujarat I	Ahmedabad	
		1. Circle I, Ahmedabad. 2. Circle III, Ahmedabad. 3. Circle V, Ahmedabad. 4. Circle VI, Ahmedabad. 5. Circle VII, Ahmedabad. 6. Group Circle I(1), Ahmedabad. 7. Group Circle I(2), Ahmedabad. 8. Group Circle I(3), Ahmedabad. 9. Special Investigation Circle A, Ahmedabad. 10. Special Investigation Circle B, Ahmedabad. 11. Circle I, Bhavanagar. 12. Circle II, Bhavanagar. 13. Amreli Circle. 14. Mehsana Circle. 15. Patan Circle. 16. Palanpur Circle. 17. Circle I, Rajkot. 18. Circle II, Rajkot. 19. Morvi Circle. 20. Surendranagar Circle. 21. Circle I, Jamnagar. 22. Circle II, Jamnagar. 23. Porbandar Circle. 24. Junagadh Circle. 25. Bhuj Circle. 26. E.D.-cum-I.T. Circle, Rajkot.

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11A. Gujarat II Ahmedabad

1. Circle II, Ahmedabad.
2. Circle IV, Ahmedabad.
3. Circle VIII, Ahmedabad.
4. Circle IX, Ahmedabad.
5. Circle X, Ahmedabad.
6. Group Circle II(1), Ahmedabad.
7. Group Circle II(2), Ahmedabad.
8. Group Circle III(1), Ahmedabad.
9. Group Circle III(2), Ahmedabad.
10. Group Circle III(3), Ahmedabad.
11. Circle I, Nadiad.
12. Circle II, Nadiad.
13. Circle I, Baroda.
14. Circle II, Baroda.
15. Broach Circle.
16. Godhra Circle.
17. Petlad Circle.
18. Circle I, Surat.
19. Circle II, Surat.
20. Navsari Circle.
21. Bulsar Circle.
22. E.D.-cum-I.T. Circle, Ahmedabad.
23. E.D.-cum-I.T. Circle, Baroda.

This Notification shall take effect from 1st February, 1966.

[No. 19 (F. No. 55/15/66-IT).]

G. M. KULKARNI, Under Secy.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE: POONA

Poona, the 28th December 1965

S.O. 309.—In exercise of the powers conferred by the second proviso to Rules 15 and 16 of the Central Excise Rules, 1944, I hereby make the following amendment to the Poona Central Excise Collectorate Notification No. CER/1/61, dated 10th January 1961, namely:—

- (i) In the Schedule appended to the said Notification, entries in Columns 1 to 4 against S. No. 9, 10, 11, 13, 14, 15 and 16 shall be substituted by the entries in the Schedule appended to this Notification, and
- (ii) After entry No. 16, a fresh entry inserted at number 17.

2. This Notification shall be deemed to have taken effect from the 1st day of September, 1965.

SCHEDULE SHOWING THE REVENUE JURISDICTION OF THE AREAS EXEMPTED FROM THE PROVISIONS OF RULE 15 AND 16 OF CENTRAL EXCISE RULES,

1944

Sl. No.	Name of the District	Taluka/Mahal	Villages exempted under Rule 15 & 16 of Central Excise Rules, 1944.
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		1 2	3	4
9	THANA	Dahanu . . .	All villages	
		Mukhada . . .	All villages	
		Javar . . .	All villages	
		Wada . . .	All villages	
		Palghar . . .	All villages	

	I	2	3	4
			Bessin . . .	All villages
			Bhiwandi . . .	All villages
			Shahapur . . .	All villages
			Murbad. . .	All villages
			Kalyan . . .	All villages
			Talsari (Mahal) . . .	All villages
10	KOLABA	.	Karjat . . .	All villages
			Panvel . . .	All villages
			Uran . . .	All villages
			Khalapur . . .	All villages
			Pen . . .	All villages
			Alibag . . .	All villages
			Sudhagad . . .	All villages
			Roha . . .	All villages
			Murud . . .	All villages
			Mangaon . . .	All villages
			Shrivardhan . . .	All villages
			Mhasala . . .	All villages
			Mahad . . .	All villages
			Poladpur . . .	All villages
11	SHOLAPUR	.	Pandharpur . . .	All villages except (1) Bhalwani (2) Ozewadi (3) Bhose (4) Ambe (5) Surkoli (6) Nipatgaon (7) Degaon (8) Chala.
			Malsiras . . .	All villages except (1) Nivre (2) Piliv (3) Karande (4) Dharampuri (5) Aklij
			Mangalwedha . . .	All villages except (1) Mangalwedha (2) Dharamgaon (3) Machnur (4) Diksal (5) Tamderdi (6) Mundewadi (7) Kajesta (8) Borali (9) Hulganti (10) Patkul (11) Nimborni (12) Lendi-Chinchol.
			Sangola . . .	All villages except (1) Rajapur (2) Ekatpurn (3) Sangola (4) Kole (5) Devle (6) Ajmale (7) Nagai (8) Manjari.
			Karamala . . .	All villages except (1) Bhalewadi (2) Karanje (3) Khambewadi (4) Karamala (5) Mirgaon (6) Borgaon (7) Dilmeshwar (8) Khadki (9) Kothare (10) Bitergaon (11) Palegaon (12) Bhalewadi (13) Pande (14) Keru (15) Ravaona (16) Popla (17) Kondije (18) Hingpani (19) Parewadi (20) Hirve (21) Hiware (22) Wangi.
			Madha . . .	All villages except (1) Madha (2) Lane (3) Temburni (4) Shiral (15) Ridhore.
			Barsi . . .	All villages except (1) Pangri (2) Erle (3) Korphale (4) Turk-Pimpri (5) Malwandi (6) Dhavale (7) Uplai (8) Undegaon (9) Sripat-Pimprik (10) Kasarwadi (11) Barsi (12) Dhanore (13) Yedsi (14) Javle (15) Tadwale (16) Chincholi (17) Janpur (18) Mundegaon (19) Puri (20) Gormale (21) Aljapur (22) Bhalegaon (23) Gaurgaon (24) Bhatambre (25) Zadi (26) Kasari (27) Valrag (28) Kapiz.
			North Sholapur . . .	All villages
			South Sholapur . . .	All villages
			Mohol . . .	All villages
				All villages except (1) Akkalkot (2) Mamdabad (3) Kasapur (4) Dalutne (5) Chapalgao (6) Barhanpur (7) Hannur (8) Nanlegao (9) Pitapur (10) Darashanal (11) Dombar-Javalge (12) Kaijal (13) Konhali (14) Hanjgi (15) Halchincholi (16) Sangvi (17) Sangvi (kd) (18) Sapale (19) Shirsi (20) Sadalpur (21) Khairat (22) Gogaon (23) Chungi (24) Kini (25) Kajimamb.

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			(26) Kurnur (27) Chinchkhed (28) Hati-kambas (29) Nimbgaon (30) Arali (31) Aktal (32) Khaindargi (33) Jatkapur (34) Haloti (35) Kirajgi (36) Rampur (37) Udgi (38) Itge (39) Jeur (40) Malanhali (41) Naganhalli (42) Gaudgaon (43) Nagansur (44) Navindgi (45) Hydra (46) Salandudhani (47) Tolnur (48) Dudhani (49) Sinner (50) Mudgu (51) Torangi (52) Singoli (53) Tadwal (54) Buddesadi (55) Salgar (56) Mangrul (57) Marsgi (58) Kadapgaon (59) Kalhepargi (60) Gaudgaon (61) Sultanpur (62) Badole (Kd) (63) Bordi (Kd) Baswant.
			All villages except (1) Adul (2) Nisre (3) Mal-harpeth (4) Navdi (5) Garude (6) Maldan.
Sat	.	.	All villages except (1) Kashil (2) Majagaon (3) Koparde
Phaltan	.	.	All villages except (1) Padgaon (2) Sanghvi (3) Somanthali,
Khandala (Petha)	.	.	All villages except (1) Padegaon (2) Taratgaon (3) Wadja (4) Adarke (5) Girvi (6) Nimbalkar (7) Phaltan (8) Murde (9) Jinti.
Man	.	.	All villages except (1) Khaswad (2) Mardi,
Jaoli	.	.	All villages
Mahabaleshwar	.	.	All villages
Wai	.	.	All villages
Koregaon	.	.	All villages except (1) Bhose (2) Surli (3) Wathar (Kiroli) (4) Kiroli (Wathar) (5) Rahimatpur (6) Arvi (7) Taragaon (8) Takle (9) Bhaktwadi (10) Kumtha (11) Tadawale (12) Bhadale (13) Shendurjane.
14 POONA	.	Haveli	All villages except (1) Kondwa (Bk.)
	.	Shirur	All villages except (1) Nirvi (2) Pimparkhed (3) Pim alsatti (4) Kurli (Kalgaon) (5) Vadagaon-Rasae.
	.	Baramati	All villages except 1) Kondaleshwar and (2) Chopdaj.
	.	Idanapur]	All villages except (1) Palasdeo (2) Mandanwadi (3) Kalthan (4) Diksal (5) Varkud (Bk) (6) Gotondi.
	.	Dhond	All villages except (1) Algaon (2) Wadgaon (Darekar) (3) Devalgaon-raje (4) Khanota (5) Kasundi (6) Minghiberd i (7) Malthan (8) Lonandwadi (9) Rajegaon.
	.	Maival	All villages
	.	Mulsi	All villages
	.	Bhor	All villages
	.	Purandar	All villages
	.	Khed	All villages
	.	Velhe	All villages
	.	Junnar	All villages except (1) Ottur (2) Pimpalwadi (3) Ale (4) Belha (5) Rajuri (6) Bori (Bk). (7) Bori (Kd) (8) Waisakh-Khede (9) Vadgaon (Anand) (10) Shiroli (Kd).
	.	Ambegaon	All villages

	1	2	3	4
15 KOLHAPUR	Shahuwadi	Panhala Mahal	Bhudargad	Chandgad
		All villages except (1) Sattur (2) Ukhali (3) Nerla (4) Khede.	All villages except (1) Satwe (2) Phople	All villages except (1) Bamna
		Ajra Mahal	All villages except (1) Trimad	All villages except (1) Bhairewadi.
		Bavada Mahal	All villages	
		Radhanagari	All villages	
		Gadhinglaj	All villages except (1) Atyal (2) Aumal (3) Gadhin glaj (4) Habal (5) Gizawane (6) Jakhwadi (7) Karamali (8) Hitani (9) Muguli (10) Jarali (11) Khamlatti (12) Hunignal (13) Saroli (14) Hiralge (15) Shandir (16) Hanimnal (17) Hasur (18) Shipur (19) Harli Khurda (20) Lingpur (21) Ainapur (22) Nilgi (23) Chanekuppi (24) Tanawadi (25) Harii Budruk (26) Donewadi (27) Madyal (28) Deknal (29) In chonal (30) Kadgaon (31) Koulge (32) Mutnal (33) Dundge (34) Bhadgaon (35) Chinchwadi (36) Nul (37) Nesari (38) Bheliwadi (39) Maliwadi (40) Thikewadi (41) Kumbari (42) Yemihatti (43) Tanodi (44) Talewadi (45) Watergi (46) Sombrc (47) Katambawadi (48) Shavantwadi (49) Shirpur (50) Tavoliwadi (51) Arjunwadi (52) Kandewadi (53) Hadalge (54) Salgundi (55) Basarge BK. (56) Basarge Kd. (57) Bugadi-Katti (58) Chandanpur (59) Halkarni (60) Indurgucchi (61) Kumbhal (62) Kadalrge (63) Khandal (64) Kalvikatti (65) Lingnur (66) Manwad (67) Mung urwadi (68) Narewadi (69) Nangnoor (70) Teri (71) Teginhal (72) Yennechawadi (73) Nandanwad.	
16 SANGLI	Jath	Khanapur (Including Atpadi Mahal)	All villages except (1) Madgyal.	
		All villages except (1) Chikalhol (2) Upale (3) Katgaon (4) Kasarwadi (5) Wagewadi (6) Tandoli (7) Kadegaon (8) Hingangaon (9) Bhikarwadi (10) Upali-valur (11) Balwadi (12) Dcorastr (13) Sankijre (14) Amlak (15) Wangi (16) V. Raibag (17) Zare (18) Vibhuttawad (19) Galgewadi (20) Kharusundi (21) Ghavanki (22) Umbargaon (23) Vita (24) Gavali (25) Bhukachiwadi (26) Bengnur (27) Mahuli (28) Kherode (W) (29) Bamni (30) Nagewadi.		
		Shirala Mahal	All villages except (1) Mangle (2) Khed (3) Bilash (4) Kokrud (5) Chara (6) Karmala (7) Kande (8) Chikhali (9) Karanguli (10) Arie (11) Sona wadi (12) Mandur.	
		Tasgaon	All villages except (1) Bhilwadi (2) Vasagade (3) Khatav (4) Bramhanal (5) Kawathe (EK) (6) Shirgaon (Kd) (7) Burli (8) Tasgaon (9) Bendri (10) Borgaon (11) Yelani (12) Nagaon (13) Dhulgaon (14) Kumtha (15) Nagaon (16) Bastawade (17) Dhavli (18) Turchi (19) Koulge (20) Gotewadi (21) Bhambawade (22) Man Rajure (23) Nimani (24) Kundal (25) Palus (26) Ghogaon (27) Kundi (28) Nagrale (29) Amnpur (30) Visapur (31) Rajapur (32) Chinchni (33) Hatnoor (34) Shirgaon (35) Dahyari (36) Anjani (37) Gawan (38) Savlaj.	

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3

4

Miraj (All villages except (1) Miraj (2) Nilji (3) Kalambi
 (4) Tanang (5) Kupwad (6) Kanadwadi (7)
 Bamni (8) Sawali (9) Manmodi (10) Kakadwadi
 (11) Dhamani (12) Ankali (13) Mangaon (14)
 Mahisal (15) Dhavali (16) Waddi (17) Takil
 (18) Bolwad (19) Khanderajuri (20) Mallewadi
 (21) Gundewadi (22) Erandoli (23) Narvad
 (24) Belunki (25) Shipoor (26) Lingnoor (27)
 Bedag (28) Arag (29) Khatau (30) Soni (31)
 Bhose (32) Patgaon (33) Desin (34) Haroli
 (35) Kharsing (36) Alkud (37) Karoli (Soni)
 (38) Shirdon (39) Borgaon (40) Salgare (41)
 Kawathe Mahankal (42) Jaigawan (43) Kuktoli
 (44) Hingangaon (45) Dhalgaon (46) Mahisal
 (K) (47) Dhulgaon (48) Nandra (49) amdoli
 (50) Mauje Digrej (51) Karnal (52) Sangalwadi
 (53) Kavalpur (54) Sangli (55) Bisur (56)
 Haripur (57) Padmale (58) Budhgaon (59)
 Kharkatwadi (60) Rasulwadi (61) Sambarwadi.

7] RATNAGIRI . Mandngad . . . All villages
 Dapoli . . . All villages
 Khed . . . All villages
 Gohaga . . . All villages
 Chiplun . . . All villages
 Ratangiri . . . All villages
 Sangameshwar . . . All villages
 Lanja . . . All villages
 Rajapur . . . All villages
 Deogad . . . All villages
 Kankawali . . . All villages
 Malwan . . . All villages
 Kudal . . . All villages
 Vengurla . . . All villages
 Sawantwadi . . . All villages

[No. CER/4/65.]

A. K. BANDYOPADHYAY, Collector.

MINISTRY OF COMMERCE

(Office of the Textile Commissioner)

Bombay, the 26th August 1965

S.O. 310.—In exercise of the powers conferred by sub-clause (1) of Clauses 20 of the Cotton Textiles (Control) Order, 1948, and, in supersession of the Textile Commissioner's Notification No. 9(9)/CT(A)/54, dated the 26th August, 1954, I hereby direct that no producer having a spinning plant shall, without the previous permission, in writing, of the Textile Commissioner, produce any type of grey or bleached cloth of plain weave whether or not mercerised—

- (i) which has a width of less than 71 cms; but would otherwise be covered by the manufacturing particulars and description of 'Dhoti' as contained in item (a) of the explanation below paragraph 3 of the Textile Commissioner's notification No. S.O. 3656, dated the 13th October, 1964;
- (ii) which has a width of less than 94 cms; but would otherwise be covered by the manufacturing particulars and description of 'Saree' as con-

tained in item (b) of the explanation below paragraph 3 of the Textile Commissioner's notification No. S.O. 3656, dated the 18th October, 1964.

(Sd.) P. J. FERNANDES,
Additional Textile Commissioner.

[No. CER/8/65.]

[No. 1(3)-Tex(I)/65.]

A. G. V. SUBRAHMANIAM, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 15th January 1966

S.O. 311.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs Kanji Jadhavji and Company Bombay and their workmen which was received by the Central Government on 3rd January, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY.

REFERENCE No. CGIT 13 OF 1965.

Employers in relation to M/s. Kanji Jadhavji and Co., Bombay,

AND

The Transport and Dock Workers' Union, Bombay.

PRESENT:

Shri Salim M. Merchant.—*Presiding Officer.*

APPEARANCES:

For the employers.—Shri C. K. Jaisinghani, Advocates, with Shri M. C. Shah, Advocate, instructed by Shri S. T. Shah.

For the workmen.—Shri S. R. Kulkarni, Secretary, with Shri Manohar Kotwal, Secretary, and Shri R. A. Pandit, Assistant Secretary, Transport and Dock Workers' Union.

Dated at Bombay this 31st day of December, 1965.

INDUSTRY: Major Port.

STATE: Maharashtra.

AWARD.

1. Upon a joint application of the parties above-named, the Central Government, by the Ministry of Labour and Employment's Order No. 28/121/64-LRIV dated 30th January, 1965, was pleased, in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), to refer the industrial dispute between the parties above-named in respect of the following subject-matters, stated in Annexure 'A' in the Order of Reference:—

"Charter of Demands."

General Demands:—

1. Leave.—The present leave rules should be revised as under:—

Privilege Leave.—All workmen should be given 30 days privilege leave in a year, accumulative upto 90 days.

Casual Leave.—15 days in the year.

Sick Leave.—10 days in a year, accumulative upto 90 days.

2. Bonus.—All employees should be paid bonus equivalent to three months' wages, including dearness allowance.

3. Provident Fund.—Provident Fund Scheme should be revised and or introduced on the basis of contribution of 8½% of the total wages inclusive of dearness allowance on either side. The rules of provident fund of the Bombay Dock Labour Board should be adopted by the Company.

4. *Gratuity.*—Each employee should be paid gratuity at the rate of one month's total wages for each year of service, the rules for payment of gratuity of the Bombay Dock Labour Board should be adopted by the Company.
5. *Weekly off with pay.*—All daily-rated workers should be given weekly off with pay.

Monthly workers

1. They have so far not been paid the legitimate increase in Dearness Allowance as was given to your Shore-workers and the dock staff with retrospective effect from July 1963 and February 1964.
 - (a) The jobs performed by these workers should not be taken away from them and offered to casual workers even on Sundays and holidays and in the third shift.
2. *Shore Workers.*—The present system of calling them for booking twice in a day should be discontinued.
 - (a) Irregularities in the payment of increased dearness allowance as a result of which the full amount of dearness allowance has been denied to them should be discontinued with immediate effect and full dearness allowance increase with effect from July 1963 and February 1964 should be paid to them every month irrespective of the number of shifts worked by them, with retrospective effect.
3. *Gear.*—As has been agreed between your Shri Devjibhai and the Union, the trolleys should be introduced in any case before 15th August, 1964.
4. The work of shore-workers should not be denied to them even on Sundays holidays or any of the night-shifts or on other any ground whatsoever. No casual worker should be employed on their work as long as these workers are available for emp'oyment.
5. *Peons.*—Peons should not be called upon to perform any clerical duties of signing, cancellation of the orders of the gangs at the Dock Office of the Bombay Dock Labour Board. It is not their legitimate duty, and should, therefore, be discontinued immediately.
 - (a) They should be supplied with three sets of full uniforms each year.
6. *Watchmen.*—Watchmen should be supplied with rain-coats, umbrellas, and gum-boots for their use during monsoon.
7. *Pallewallas and Pallewallis.*—Pallewallas have been denied their legitimate wages for Sunday which is their weekly day of rest during the last so many years. They should, therefore, be provided with work in all the days in a month as and when it is available, and in any case their jobs should not be offered to outside labour as long as they are available for employment, even in excess of 30 shifts in a month.”
2. After the usual notices were issued on the parties, the Transport and Dock Workers' Union (hereinafter referred to as the 'Union') filed its written statement of claim dated 29th March, 1965. M/s. Kanji Jadhavji & Co. (hereinafter referred to as the 'Company') by its application dated 12th March, 1965 stated that it would file its written statement on or before 23rd March, 1965 and forward copy thereof to the Union, but failed to do so and by its application dated 23rd March, 1965 asked for a week's more time till 31st March, 1965 to file its written statement, but again failed to do so, and by its application dated 2nd April, 1965 asked for further time, and finally filed its written statement dated 16th April, 1965, with copy thereof to the Union.
3. Thereafter, the Company filed a Suit in the Bombay City Civil Court at Bombay (Suit No. 2822 of 1965) against the Transport and Dock Workers' Union and the Presiding Officer of this Tribunal as Defendants Nos. 1 and 2 respectively, in which *inter-alia*, it sought a declaration that this Tribunal has no jurisdiction to entertain and adjudicate upon or make enquiry into matters in this reference as were covered by earlier Awards and Settlements, and obtained an interim injunction restraining this Tribunal from proceeding with the hearing of this Reference, but later the parties when they appeared before me on 20th September, 1965 stated that the said Stay Order had been vacated and made their submissions before me. The hearing of this dispute before me was concluded on 3rd November, 1965.

4. Before dealing, therefore, with the merits of the dispute, it is necessary first to deal with the preliminary objection urged by the Company in its written statement dated 16th April, 1965 which is that certain subject matters under reference were covered by subsisting settlements or awards and that therefore the Union could not raise an industrial dispute in respect therof without having terminated the said settlements and awards by notices under Section 19 of the Industrial Disputes Act and therefore this Court had no jurisdiction to entertain the reference. In order to appreciate the legal contention urged, it is necessary to give a brief history of this dispute. It appears that the Union by its letter dated 16th July, 1964 (Annexure 'A' to the Company's written statement) submitted a charter of demands which has been reproduced above, and also referred the matter to the Conciliation Officer (Central) Bombay for conciliation of the dispute under the Industrial Disputes Act, 1947 (Act XIV of 1947) (hereinafter referred to as the 'Act'). The Conciliation Officer called the parties before him by his letter dated 27th August, 1964, (Ex. E-1) on 1st September, 1964, and they appeared before him through their representatives. Before the Conciliation Officer, the Company's representative appears to have urged that there was no industrial dispute existing as contemplated under the Act between the concerned workmen and the said Company, as almost all the demands contained in the Charter of Demands were covered by subsisting Awards and Settlements. The Company has stated that its representative orally gave particulars of those awards and settlements to the Conciliation Officer and also gave details of them in their letter to him dated 14th September, 1964, (Annexure 'B' to the Company's written statement). According to the Company, the Union stated before the Conciliation Officer that there were so many awards and settlements between the concerned workmen and the Company that it was not in a position to say as to which of the awards and settlements were in force and which were terminated, and that the Union required some time to sort out the workmen who were covered by the subsisting awards and settlements from the workmen who were not covered by the said awards and settlements, as the awards and settlements were not universally applicable to all the workmen of the Company. According to the Company, the Conciliation Officer thereupon suggested that the parties might agree to refer the alleged dispute for adjudication under Section 10(2) of the Act, without prejudice to the rights and contentions of both the parties, and that both the parties thereupon accepted the suggestion, and a settlement was reached before the Conciliation Officer for adjudication under Section 10(2) of the Act. This settlement was signed on 18th September, 1964, and its terms were as follows:—

"Both parties agree (i) that both parties will discuss mutually and try to settle this dispute latest by 15th October, 1964 (ii) in case no settlement is arrived at by the above date, the whole dispute will be referred to adjudication under Section 10(2) of the Industrial Disputes Act, 1947 (iii) this agreement to discuss the dispute mutually and on failure, to refer it to adjudication, is without prejudice to the rights and contentions of both the parties."

According to the Company, it tried to discuss the matters with the Union, but no discussions took place. The Company has urged that the intention of both the parties in holding the discussions was that the said Union would satisfy itself whether the existing awards and settlements referred to by the Company in its letter dated 14th September, 1964 were in fact in existence, and as to whether and to what extent the matters in dispute were covered by the said settlements and awards, and which of the said concerned workmen and which of the said awards and settlements effective. According to the Company, as the matter was not settled by the parties by 15th October, 1964, the Company and the Union submitted a joint application required under Rule 3 of the Industrial Disputes (Central Rules) 1957, with an application dated 7th December, 1964 prescribed under Section 10(2) of the Act, to the Secretary, Government of India, Ministry of Labour and Employment, for referring the dispute for adjudication. (The Company has annexed to its written statement as Annexure 'D' the copy of the said application dated 7th December, 1964, with copy of the joint settlement and Annexures thereto). Upon receipt of this joint application, the Central Government, by its order dated 30th January, 1965, referred the dispute to my adjudication. According to the Company, as stated in its written statement, the Charter of Demands is submitted by the Union on behalf of 289 workmen viz., (a) 198 Shore-workers (b) 22 Mahinawallas (c) 12 Pallewallas (d) 7 Pallewallis (e) 8 Shivnars (f) 18 Watchmen and (g) 4 Peons.

5. The Company in its written statement, has relied upon the provisions of Section 19, 19(2), 19(3) and 19(6) read with Section 17A and the definitions

of the terms "award" and "settlement" under Section 2(b) and Section 2(p) of the Act in support of its contention that settlements and awards which it says are existing have not been terminated by the Statutory Notice of 2 months required under Section 19 of the Act, and therefore these settlements and awards continue to be in force and no industrial dispute could validly be raised or referred to a Tribunal for adjudication. It has, therefore, submitted that this reference is bad in law, and the Tribunal has no jurisdiction to entertain the same. The Company has, however, in its written statement admitted that the following demands are not covered by any of the subsisting awards and settlements:—

- (i) Bonus
- (ii) Leave for (a) 198 Shore-workers
- (b) 8 Shivnars and (c) 4 Peons.

With regard to these two demands, the Company has in its written statement raised other objections, with which I shall deal when discussing these demands on the merits.

6. At the hearing of the dispute, I have heard the submissions of both parties on this preliminary legal objection, and I shall dispose of this contention first.

7. In determining the objection raised, a review of the relevant portions of Section 19 of the Industrial Disputes Act, 1947, which deals with the period of operation of settlements and awards is necessary and they are Sections 19(1), 19(2), 19(3) and 19(6), which are as follows:—

"19. *Period of operation of settlements and awards:* (1) a settlement shall come into operation on such date as is agreed upon by the parties in the dispute, and if no date is agreed upon, on the date on which the memorandum of the settlement is signed by the parties to the dispute.

(2) Such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months (from the date on which the memorandum of settlement is signed by the parties to the dispute) and shall continue to be binding on the parties after the expiry of the period aforesaid until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement.

(3) An award shall, subject to the provisions of this section, remain in operation for a period of one year (from the date on which the award becomes enforceable under Section 17A.)

(6) Notwithstanding the expiry of the period of operation under sub-section (3), the award shall continue to be binding on the parties until a period of two months has elapsed from the date on which notice is given by any party bound by the award to the other party or parties intimating its intention to terminate the award."

It is also necessary to reproduce the definition of the terms "award" and "settlement" as appearing in the Industrial Disputes Act, 1947. These terms have been defined as under:—

"Section 2(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under section 10A."

"Section 2(p) "settlement" means a settlement arrived at in the course of conciliation proceedings, and includes a written agreement between the employer and the workmen arrived at otherwise than in the course of conciliation proceedings, where such agreement has been signed by the parties thereto in such a manner as may be prescribed, and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer."

There is no dispute that the Awards referred to by the Company are Awards as defined by Section 2(b) of the Act. With regard to settlements an analysis of the definition of that term includes both a settlement arrived at in the course of conciliation proceedings and a written agreement between an employer and the workmen arrived at otherwise than in the course of conciliation proceedings. In case of such written agreement it must be signed by the parties thereto in such manner as may be prescribed, and copy thereof must be sent to the officer authorised in

that behalf by the appropriate government and the conciliation officer. The first is a result of conciliation proceedings, and the latter is without the intervention of a conciliation officer or a Board of Conciliation. Now, Section 2(e) of the Act defines "conciliation proceeding" as follows:—

"conciliation proceedings means any proceeding held by a conciliation officer or Board under this Act."

8. Now, the point urged by the Company is that the Awards and the Settlements referred to by it could be validly terminated only by two months written notice, and as admittedly two months written notice has not been given, all these Awards and Settlements continue to remain in force, and no fresh industrial dispute can be raised in respect of the subject-matters covered by these existing Awards and Settlements. The Union, on the other hand, has contended that the notice under Section 19(2) for the termination of a Settlement and under Section 19(6) for termination of an Award need not necessarily be a formal notice terminating the Award or Settlement, but that the submission of a Charter of Demands and the subsequent conduct of the parties could bring about a termination of an Award or Settlement. The Union has mainly relied upon the decision of the Honourable Supreme Court in the leading case on the subject of the Workmen of Western India Match Co., and Western India Match Company (1962, I LLJ, page 661). The facts of that case were that the consent award based on the agreement between the parties, *inter-alia*, decided scales of pay and rates of dearness allowance. Without giving a formal notice under Section 19(2) terminating the settlement (or the award) the workmen presented a Charter of Demands in respect of scales of pay and dearness allowance also. Various representations were made on behalf of the workmen in respect of the two demands. Subsequently, under the terms of settlement, the parties agreed to get the dispute relating to scales of pay referred for adjudication. One of the terms of settlement recorded in that dispute in relation to dearness allowance was already referred for adjudication. In the circumstances, the various representations made on behalf of the workmen and the presentation of the Charter of Demands were held sufficient to terminate the settlement. Hence, absence of a formal notice under Section 19(2) of the Act terminating the settlement was held immaterial in view of the subsequent representation made by the workmen, and the other facts stated supra.

The next case relied upon by the Union is the judgement of the Division Bench of the High Court of Mysore in the case of Bangalore Woollen Cotton and Silk Mills Ltd. and its Workmen and Another (1965 II LLJ, page 13) where it was held that Section 19(6) of the Act does not say that the notice provided therein should be in writing, and there is no justification to add one more requirement under Section 19(6) of the Act, that the notice contemplated therein shall be in writing. It was held that in view of the fact that all that Section 19(6) says is that the notice terminating an award should be given, therefore it is reasonable to infer that in the latter case, the Legislature did not intend that the notice to be given under that section should be in writing. Distinguishing the provisions of Sec. 19(6) from the provisions of Sec. 19(2), their Lordships held as follows:—

"Therefore, it is reasonable to infer that in the latter case, the Legislature did not intend that the notice to be given in that section, i.e., 19(6) should be in writing. It is a well known canon of construction that when the Legislature uses different words in the same enactment, and particularly in the same section, it must be deemed to intend to give those words different meanings. No form is prescribed for a notice under Sec. 19(6). In the instant case, several letters written on behalf of the workmen make it clear that they were not satisfied with the leave provisions contained in the earlier award, and that they wanted a revision of the same, which in effect, meant an intimation of their intention to terminate the earlier award. Hence, the inference of the Industrial Tribunal that there was in substance, compliance with the provisions of the Act in the instant case must be held correct and justified."

9. In the case of Cochin State Power Light Corporation Ltd. and its Workmen, (1964, II LLJ, page 100) the Hon'ble Supreme Court held that as there is no form prescribed for terminating settlements under Sec. 19(2) of the Act, all that has to be seen is whether provisions of Sec. 19(2) are complied with and in substance a notice is given as required thereunder. This decision of the Hon'ble Supreme Court would, in effect, over-ride the decision of the High Court of Calcutta in the case of Continental Commercial Company Pvt. Ltd. and the Government of West Bengal and Others, (1962 I LLJ page 85) because it is held by the Hon'ble Supreme Court that even under Sec. 19(2) what is to be seen is whether in substance the notice is given terminating an existing settlement as required thereunder. The

facts of that case were that after the expiry of the period of settlement by afflux of time, the Union submitted a Charter of Demands. In the demands it was stated that the Union had resolved to terminate the settlement and submit the present demands. There was a specific statement made therein that the settlement was being terminated thereby. In these circumstances, it was held that there was sufficient notice as required under Sec. 19(2) of the Act, and hence the reference in regard to matters covered by the settlement must be held valid. His Lordship Wanchoo, J, delivering the judgement of the Bench, observed:—

"In the instant case, we are of the opinion that the Charter of Demands itself showed that the Union terminated the existing settlement, and thereafter, submitted the Charter of Demands to the Appellant. That was, in our opinion, sufficient notice to the Appellant in substantial compliance with the provisions of Sec. 19(2). The objection, therefore, that the reference was bad in law in view of the existing settlements must fail."

The ratio that emerges from these decisions is that (1) it is not always necessary that a notice in writing must be given under Sec. 19(2) terminating a settlement, and under Sec. 19(6) for terminating an award, (ii) submission of a Charter of Demands followed by a course of conduct between the parties may suffice to terminate an existing settlement or an existing award, (iii) that as no forms are prescribed, it is not necessary for the notice terminating a settlement under Sec. 19(2) to be given in a prescribed form, and (iv) that for terminating an Award under Sec. 19(6) no notice in writing is necessary.

Shri Jaisinghani, the learned Advocate for the Company has relied upon the decision of the High Court of Rajasthan in the case of *Maharaja Shri Umaid Mills Ltd., Pali, Marva, versus the Textile Labour Union (Red Flag)* (AIR 1958, Rajasthan, page 34) where it was held that in construing the provisions of Sec. 19(6) the notice must be in writing. That judgement has been referred to and differed from in the judgement of the High Court of Mysore in the case of *Bangalore, Woollen, Cotton and Silk Mills Ltd. and its Workman and Another* (1965 II LLJ, page 13) to which I have referred above.

10. In my opinion, it is quite clear that the Union in submitting its Charter of Demands dated 16th July 1964 clearly indicated that it wanted to terminate the existing settlements and awards covering the demands contained in the Charter. It is no doubt true that the Company, by its letter dated 14th September 1964, addressed to the Conciliation Officer, had stated that the demands were covered by the awards and settlements to which it had referred in that letter. It had further stated that one award, that of Shri Das Gupta, in Ref. No. 3 of 1958 had been terminated, and it had contended that the demands on which awards and settlements were subsisting could not be taken up for discussion and in conciliation proceedings. However, on 18th September, 1964, a settlement was reached between this Company and the Union, which, in giving a short recital of the case, recorded as follows:—

"The Secretary, Transport & Dock Workers' Union, Bombay, vide his letter No. TD/143/1711/64 dated 19th August 1964, forwarded the Charter of Demands for the intervention of this office. Discussions took place on 14th September 1964, as a result of conciliation proceedings the dispute was settled on the following terms on 18th September 1964."

The Memorandum of Settlement then proceeded to record the terms of settlement which were that (i) both parties will discuss mutually and try to settle this dispute latest by 15th October 1964 (ii) that in case no settlement is arrived at by the above date, the whole dispute would be referred to adjudication under Sec. 10(2) of the Act. (iii) this agreement to discuss the dispute mutually and in case of failure, to refer it to adjudication, by a joint application, is without prejudice to the rights and contentions of both the parties. Pausing here for a moment, the settlement made in this Memorandum of Settlement of 18th September 1964 clearly establishes (1) that the Charter of Demands was submitted (2) joint discussions took place on 14th September 1964 (3) as a result of such joint discussions, a settlement was reached by which the parties agreed to discuss mutually and try and settle the dispute by a particular date, i.e., 15th October 1964 and (4) on the failure to arrive at a settlement by that date, the parties agreed to make a joint application for reference to a Tribunal under Sec. 10(2) of the Act. The third clause of the agreement no doubt provided that the agreement to discuss mutually and in case of failure, to refer it to adjudication by a joint application, was without prejudice to the rights and contentions of both the parties (Underlining mine). Shri Jaisinghani, the learned Advocate for the Company has argued that this proviso of "without prejudice to the rights and contentions of both parties" proved

that the Company's objection that the industrial dispute could not be raised over the demands contained in the Charter of Demands because of the existing settlement and awards was preserved. Shri Manohar Kotwal has, on the other hand, argued that what that clause implied was that the agreement to make a joint application for referring the dispute to adjudication was without prejudice to the rights and contentions of both parties on the merits of the demands contained in the Charter. I am inclined to accept this interpretation because if the intention was that the Company's contention that an industrial dispute referring these demands could not be raised because of existing settlements and awards, then surely, the conciliation settlement of 18th September 1964 would not have provided for the joint application being without prejudice to the rights and contentions of both parties. It would then have stated that the joint application was being made without prejudice to the Company's contentions that the existing settlements and awards precluded the raising of the dispute. It is significant that thereafter, both parties made a joint application dated 7th December 1964 to the Central Government. In that joint application, the Company did not say that it was making this joint application without prejudice to its contentions that the settlements and awards had not been terminated, and this industrial dispute could not be adjudicated upon. No doubt it is true that a reference under Section 10(2) does not take away the rights of the parties to raise objection as to whether what has been referred is an industrial dispute or not or raise objection to the validity of the reference. In my award in Ref. No. CGIT-4 of 1964 in the case of one other company concerned in that reference viz., Navalchand A. Mehta & Bros., I had upheld the objection to the validity of the reference on a particular demand because the order of reference against that company was made before the period of the notice under Section 19(2) had expired. In that case, the two months' notice was given during the period when certain agreement was admittedly in force. In that case, the earlier agreement relating to the rates of wages was binding from 1st February, 1963. Therefore the statutory period of this agreement was six months from 1st February, 1963 till 31st July, 1963, and its statutory life would have expired on 1st August 1963. The Union, however, made the demands on 30th July 1963, i.e., before the expiry of six months from the statutory period of the agreement. It was, therefore that I upheld the objection, relying on the decision of the Rajasthan High Court in the case of Maharaja Shri Umaid Silk Mills Ltd. (AIR 1958, Rajasthan page 34), and I have distinguished the facts of that case from the facts of the case in Western India Match Co., Ltd., (1962 I. LL.J. page 661), because in the latter case the Charter of Demands was submitted after the statutory period of the agreement had expired, whilst in reference No. CGIT-4 of 1964 the notice was given during the statutory period of subsistence of the agreement. In the earlier case, there had been no other representations and there were no terms of settlement agreeing to refer the demand for wages to adjudication. It was in these circumstances that I upheld the contention raised by Shri Jaisinghani, who appeared for the employers in the case of Navalchand A. Mehta & Bros. The facts of the instant case are clearly distinguishable from the facts of the earlier case.

11. There is yet another point to be considered in regard to the agreements relied upon by the Company. Shri Kotwal has argued that the agreements relied upon by the Company are not settlements as defined by Section 2(p) of the Act. As I have pointed out earlier, there are certain statutory requirements to be fulfilled before an agreement can become a settlement, as defined by Section 2(p) of the Act. Now, the Company has not produced the originals of the agreements, which it says, cover the subject matters of certain demands under reference. From the copies of the settlements filed along with the Company's written statement, it is not shown on the face of the copies filed by the Company, that those are settlements arrived at in the course of conciliation proceedings. All the agreements referred to by the Company in its written statement are not proved to be settlements reached in conciliation. And with regard to agreements not reached in conciliation, there is nothing to show that they fulfil the requirements prescribed by Rule 2(p) viz., (1) that they were in the prescribed form prescribed by the Industrial Disputes (Central Rules) 1957 and (2) that copies of it were forwarded to the authorised officers appointed by the appropriate Government and the Conciliation Officer. In the absence of these requirements prescribed by Section 2(p) of the Act being fulfilled those agreements do not become "settlements" as defined by Section 2(p) of the Act, and would not, therefore, attract the provisions of Section 19(2). In other words it would not be necessary to give two months' notice to terminate these agreements.

12. With regard to the Awards in force, the Company, in its letter of 14th September 1964, to the Conciliation Officer (Annexure 'B' to its written statement), and in its written statement has referred to only two awards (1) of Shri P. D. Vyas, in Reference No. 1 of 1957 and (2) of Shri A. Das Gupta in Reference

No. 3 of 1958—Award dated 6th November, 1958. The Company has in its written statement, however, stated that this Award of Shri Das Gupta was terminated by the Union. Thus, the only other award referred to in the Company's written statement which has not been terminated is the award of Shri P. D. Vyas in Reference No. 1 of 1957.

13. With regard to the settlements, as I have stated earlier, Annexure "E", agreement dated 28th July, 1962, Annexure "F", settlement dated 12th August, 1959, are clearly on their very face not settlements under Section 2(p) of the Act and there is nothing to indicate that (a) they were in the prescribed form and (b) their copies were sent to the authorised officer appointed by the appropriate Government and the Conciliation Officer. In fact, the Company has not cared to produce originals of any of the agreements to which it has referred in its written statement, and the copies as filed give no indication that these were agreements in conciliation or otherwise.

I, therefore, hold for the reasons stated above, that the Company's contention that the reference is bad because the existing settlements and awards are not terminated has no validity and the same is rejected. I, therefore, hold that the reference is valid and I have jurisdiction to entertain the same.

14. Before dealing with the merits of the dispute, I may state that M/s. Kanji Jadhavji and Company, which is a proprietary concern, besides doing the work of stevedores, is a contractor of Messrs. Scindia Steam Navigation Company, [B.S. Co. (1953) Pvt. Ltd.] and enjoys certain privileges which have been noticed by the Labour Appellate Tribunal in paragraph 206 of its decision. This Company has acquired a special position in the Bombay Docks and has been allotted special berths in the Princess Docks, and does work of loading and unloading of cargo, etc. similar to that of the Bombay Port Trust's work in the rest of the Docks. In addition, as stated earlier, the Company is also doing work as Clearing and Forwarding Agents for Cement Companies, and has the right to deal with passenger traffic of their principals in the Dock. It was stated at the hearing that in all its business, the Company, engages about 1,000 workmen. Messrs Kanji Jadhavji and Company have their branches at Karachi in Pakistan, Kutch, Mandvi, New Kandla, Porbandar and Bhavnagar, it carries on business as Freight-brokers, Stevedores and Contractors to the Scindia Steam Navigation Company, and acts as Agents to the International Air Transport Association, and the Indian Airlines Corporation.

15. There is no doubt that the Company does business on an extensive scale in many lines. The Company at the hearing has not filed its audited statements of accounts showing the profits earned by it for any year. There is, however, not the least doubt that this Company which is of a long-standing is doing business in a big way in various lines of business and is in a financially sound and stable position.

16. However, at the hearing on 30th September, 1965 the Company merely filed a typed statement "particulars of receipts and expenditure in respect of the work of shore-handling done at Bombay for the year 1964". On the receipts side of the statement, the Company has given the following particulars:—

Rs.	4,53,723·28	On 2,10,058 tons at Rs. 2·16 per ton.
Rs.	50,413·92	Due to Shri Das Gupta's Award, Additional liabilities incurred and discharged by Scindia Steam Navigation Co. at Rs. 0·24 per ton.
Rs.	5,04,139·20	
Rs.	30,000·00	Idleage.
Rs.	5,34,139·20	

On the expenditure side it has shown the particulars of expenditure incurred by way of wages to piece-rated workers and payment by way of attendance allowance, holiday allowance, leave-pay, provident fund contributions, for the months January, 1964 to December, 1964, inclusive, which, according to it had amounted

to Rs. 4,59,738.04. It has stated that in addition it had to incur expenditure of wages to staff as follows.—

	Rs.
Shri D. P. Pujara	17,000
Shri J. B. Bhatt	7,500
Shri Borkar	5,000
Shri Thakar	<u>5,000</u>
	<u>34,500</u>
Stationery, Office and Incidental	2,500
Income Tax payable	<u>20,000</u>
	<u>5,16,738.04</u>

Net profits Rs. 17,401.60.

Now, the Union challenged this statement and after inspection was given, the Company filed affidavits dated 27th October, 1965 of Shri J. B. Bhatt, Supervisor in-charge to which were annexed certain particulars. It has also filed the affidavit on the same date of one Shri S. M. Trivedi, In-charge of the Bill Section, to which it has annexed two statements, Ex. E and Ex. F. There was considerable discussion at the hearing about the correctness of some of the items. The Union did not file any affidavit in reply to the said two affidavits and the particulars attached thereto. The fact, however, does emerge that M/s. Scindia Steam Navigation Co. has paid to the Company at the rate of Rs. 240 per ton with retrospective effect from November, 1958, and that the Company "has by now received a sum of Rs. 45,307.74 paise for the year 1964" being the difference between the rate of Rs. 2.16 per ton and Rs. 2.40 per ton, which amount it received in or about August 1965. The Company has also filed a copy of an agreement purporting to be between it and the Scindia Steam Navigation Co. dated 22nd January 1954 and a copy of the subsequent office-order of M/s. Scindia Steam Navigation Co. dated 13th May, 1958 (as confidential information) and it has urged that the rates in force between it and Scindia Steam Navigation Co. are those stated in these agreements. The Union has argued that Scindia Steam Navigation Co. gives the Company revised rates whenever improved rates of wages and service conditions are imposed by awards of Industrial Tribunals. That had clearly happened when the D's Gupta award was made. Be that as it may, I am not satisfied that the statements filed by the Company reflect the correct financial position of the Company which in my opinion, is much better. The expenditure items—some of which are given in round figures—are not free from doubt. It is not shown how a provision of Rs. 20,000 claimed by way of income tax is justified for this year on a net profit of Rs. 17,401.60, as stated in the Company's statement dated 29th November 1965 filed in these proceedings. There is also this fact that certain payments to staff, e.g. payment to Shri D. P. Pujara shown to have been made in 1964, are in respect of past years. The salary and dearness allowance of Shri Pujara is only Rs. 372.00 per month. The expenditure statement however, shows Rs. 17,080.00 having been paid to Shri D. P. Pujara during 1964. It was, however, stated that he was paid the following amounts in 1964 which pertained to previous years.

Rs. 1500	Conveyance Allowance for 1962.
Rs. 1000	Tiffin Allowance for 1962.
Rs. 900	O. T. Allowance for 1961.
Rs. 1360	Night Allowance for 1961
Rs. 240	House Allowance for 1961.
Rs. 1416	Bonus for 1962.
Rs. 3200	Kandla Office Rojmal 1962.
Rs. 3000	General Rojmal for 1962.

Rs. 11,716

Surely, when trying to assess the financial capacity of the employer, such large payments for previous years made in the only year for which the statement of income and expenditure is filed, and which seeks to reduce substantially the net profit for the year, cannot be said to reflect the normal yearly trading results of the Company. It would not be fair to assess the financial stability of the

Company on its statement of income and expenditure of only one department, and that too for only one year. Even so, this statement, containing expenditure items which are not free from doubt, shows that this department had earned substantial profits. I am satisfied, after considering the long-standing of the Company, its vast businesses in other lines, the extent of the import and export cargo which it handles for Messrs Scindia Steam Navigation Co., that the Company is financially stable, and that it has the financial capacity to meet the reasonable demands of its workmen.

17. I now proceed to deal with the demands on their merits:—

18. Demand No. 1: Leave.—The demand is that the present leave rules should be revised as under:—

Privilege Leave:—All workmen should be given 30 days' privilege leave in a year accumulative upto 90 days.

Casual Leave:—15 days in a year.

Sick Leave:—10 days in a year accumulative upto 90 days.

The Union in its statement of claim dated 29th March 1965, has stated that the existing leave rules as applicable to the workmen under reference as stated in the terms of settlement in Reference No. 3 of 1958 before Shri Das Gupta are less beneficial than those applicable to shore-workers and the Bombay Port Trust and Stevedore workers of the Bombay Dock Labour Board. It has stated that the Company is also a registered stevedore, and as such draws labour from the pool of the Bombay Dock Labour Board; that the company has monthly stevedore workers to whom it gives the benefit of leave rules admissible to the other stevedore workers of the Bombay Dock Labour. The demand made by the Union in respect of privilege leave, casual leave and sick leave is based on the leave rules at present in force for the shore-workers as well as stevedore workers of the Bombay Port Trust, which are as stated in Annexures E & F to its written statement.

19. The Company in para 18 of its only written statement on record dated 16th April, 1965 has stated as follows:—

"In the circumstances there remain the following demands which are not covered by any of the subsisting awards and settlements:

1. Bonus, and
2. Leave, for 198 shore workers, 8 shivnars and 4 peons."

Thus the Company concedes that the demand for leave for 198 shore-workers, 8 shivnars and 4 peons can be adjudicated upon in this reference. Thus out of 269 workers covered by the reference according to the company's own statement 210 are not covered in the matter of leave provisions by existing awards and settlements. However in its written statement the Company has contended that 18 watchmen and 7 Pallewallas i.e. 25 workmen are covered by the award of Shri P. D. Vyas in Reference No. 1 of 1957. According to the Company, that Award granted leave according to the Bombay Shops and Establishments Act. In its written statement, it has given the following extract from the Award dated 26th September 1957 of Shri P. D. Vyas in industrial dispute Ref. No. CGIT-1 of 1957, on which it has relied:—

"Regarding leave with pay, there is a statutory provision in Sec. 35 of the Act and the workmen may rest assured that the Company shall apply the provision in granting leave to watchmen, pallewallas, and tally clerks."

In this connection, the Company has in its written statement made the following observation:—

"According to the said award, these 25 workmen have been granted leave in accordance with Sec. 35 of the Bombay Shops and Establishments Act, (hereinafter referred to as the Bombay Shops Act). Under Sec. 35 of the Bombay Shops Act, these 25 workmen enjoy 21 days consolidated leave, which includes sick leave, privilege leave and casual leave."

20. The Company has next stated that the 22 Mahinawallas and 12 Pallewallas (totalling 34) are governed in the matter of leave by the settlement dated 6th Dec. 1957, under which they are entitled to leave at 1/11th of their attendance, including weekly offs and holidays in the year, with a right to accumulate the same upto

90 days with no right to encash the same. Thus, the Company's contention is that only these 59 workmen of the 269 workmen (at one place i.e. in the joint application for reference under section 10(2) the Company has given the number of workmen as being 275) are governed in the matter of leave provisions by existing agreements or awards.

21. The terms of settlement under Reference No. 3 of 1958 provided the following settlement on the demand for leave facilities:—

"Demand No. 3:—Leave: Settlement: the Company will effect from 1st November, 1958, grant one day's leave for every 11 days attendance, including weekly offs and holidays to the following categories of workmen, namely (1) shore-workers (Bandh workers) (2) Pallewallas, (3) Shivnars, (4) Watchmen and Peons. As regards cart and wagon unloaders, the Company will grant them 14 days consolidated leave with pay. As regards Pallewallas and Mahinawallas, their leave facilities are covered by the settlement between the parties dated 6th December, 1957."

But the terms of settlement also provided that the workmen will be allowed to accumulate leave upto a maximum of 90 days and any leave earned in excess of 90 days will lapse. Leave shall not be encashable, except when leave is asked for but refused by the Company. Leave under this settlement is consolidated. It is clear from the demand made and the terms of settlement that this consolidated amount of leave was agreed to in respect of a demand for earned leave equivalent to 1/11th of duty including weekly offs and holidays. In that dispute 15 day's casual leave with full pay and 20 days sick leave with half wages was also demanded.

22. At the hearing, it was admitted that the Tally Clerks, Supervisors, and Stevedore Workers of the Company are being granted the following leave benefits:

"1/4th of the attendance as privilege leave with pay with the right to accumulate upto 90 days, 10 days sick leave, 7 days casual leave with accumulation upto 60 days."

23. In all the facts and circumstances of the case and considering the leave provisions granted by this very company to some of its other categories of employees I am satisfied that a provision of paid privilege leave at the rate of 30 days in the year as demanded would be adequate with the right to accumulate the same upto 90 days and I award accordingly.

24. With regard to casual leave, the Union stated that it would be satisfied with 10 days in the year as given by this Company to its stevedore workers, such leave to be modified from time to time, for the Company's shore workers. It is admitted that the Company does not grant any separate casual leave to its workmen covered by this reference. I agree with the Union that the Company would not be justified in refusing provision of casual leave to the workers covered by this reference, when it is granting the same to its stevedore workers. No doubt, it employs its stevedore workers in its capacity as stevedoring firm, and these workers are employed by it in its businesses as contractors for Scindia Steam Navigation Co. All the same, it is now well established by innumerable awards, agreements and settlements that workers in Bombay are entitled to some provision of casual leave to meet emergent and unforeseen circumstances. The practice of granting casual leave is commonly prevalent in firms and companies employing labour in Bombay Docks and Ports, and I think some provision of casual leave is justified. Normally, 10 days casual leave in the year with pay is granted and as shown above the Company is granting it at that rate to some of its other workers. I think a provision for a similar period of casual leave would be justified. I would, therefore, allow all the workers covered by this reference 10 days casual leave in the year with pay, subject to the following conditions:—

1. Casual leave cannot be availed of as of right.
2. Casual leave can be availed of only for emergent and unforeseen circumstances.
3. There shall be no accumulation of casual leave.

25. **Sick Leave.**—It is admitted that this Company does not grant any sick leave to its workmen. Provision for sick leave like that of casual leave in addition to privilege leave is now the common practice and what I have stated regarding the grant of casual leave is equally applicable to sick leave. I would, therefore, grant these workers sick leave of 7 days in the year. Now, sick leave is the one leave

which by its very nature must be allowed to be accumulated. The employees of the Bombay Dock Labour Board are also granted 7 days sick leave. The Union has claimed accumulation upto 90 days, which I think is too long. I would allow accumulation for 6 years, i.e., 42 days.

26. *Demand No. 2:—Bonus.*—The demand is that all employees should be paid bonus equivalent to three months wages including dearness allowance. The Union has stated that in this Company bonus has all along been paid on an *ad-hoc* basis, the rates of which are not uniform for all categories of employees. The Union has contended that looking to the long-standing of the Company, its vast business and also taking into consideration the fact that the Company, by virtue of its continuous contract with the Scindia Steam Navigation Company, has virtually become a principal employer, it is capable of paying bonus to all its employces at the same rate. The Union has further urged that the Company has been discriminating against shore-workers by denying only them payment of bonus out of the other categories of its workmen covered by this reference, even though they form the backbone of this business of the company. The Union has submitted that the demand for three months wages as bonus is justified.

27. The Company in para 18 of its written statement has stated as follows:—

"In the circumstances, there remain the following demands which are not covered by any of the subsisting awards of settlements:—(1) Bonus.
(2) Leave: for 198 shore-workers, 8 shivnars and 4 peons."

And in para 19 of its written statement, the Company on the demand for bonus has stated as follows:—

"This demand is vague, and therefore, cannot be adjudicated upon. There is no specific demand for any specific order. In the circumstances, it is not possible for the company for making its submissions on this item."

28. Now, it is admitted at the hearing that the Company had been paying bonus to all its 269 workmen shown in its letter dated 14th September, 1964, (Ex. B), except the 198 shore-workers. The other workers, namely, Mahinawallas, Pallewallas, Shrivnars, Watchmen and Peons are being paid bonus in terms of an agreement dated 6th December, 1957, under which Pallewallas, Pallewallas and Shrivnars get annual bonus of Rs. 100, Rs. 85 and Rs. 121 respectively. It was admitted at the hearing that the Company has paid these workmen bonus from 1st July, 1954, to 1st July, 1956, and that that rate of bonus has continued upto date, i.e., 30th June, 1964. It may not be out of place to mention that to the stevedore workers, the Company pays bonus on the basis of an agreement between the Bombay Stevedores Association and the Transport and Dock Workers' Union, under which, for the last two years bonus has been paid to them at the rate of 91 days basic pay for each of these two years. The Company at the hearing admitted that except the shore-workers, the other categories of workers shown in Ex. B have been paid bonus for the year 1st July, 1963, to 30th June, 1964, at the rates mentioned in the agreement dated 6th December, 1957, referred to above. It further stated at the hearing that in fact they had been paid at that rate till June, 1965.

29. Technically, the Company's plea that the demand for bonus is vague, and therefore, cannot be adjudicated upon, is correct. It is well-settled law that when a demand for bonus is made and an industrial dispute is raised with regard to it, the year for which the bonus is claimed must be specified for the employer to meet the demand on its merits. In this case, the Union's demands for three months bonus for each year, inclusive of dearness allowance, does suffer from vagueness, as it is not specified for which year the bonus is claimed. Admittedly, the demand is for profit-sharing bonus, and as such, it cannot be in the general form in which it is made, without the year or years for which the bonus is claimed being specified. Now, that there is legislation governing the payment of bonus it would not be possible to adjudicate on a dispute for bonus when the accounting years for which the bonus is claimed are not specified, and as such, the demand would be deemed to be vague. Though the Company has made a joint application for reference under Section 10(2) it is not precluded from rising the plea of vagueness, particularly as the Union has not specified the years for which bonus is claimed, not only in its Charter of Demands but also in its written statement of claim. There is also no agreement providing the period for which bonus is to be paid to the shore-workers. I, therefore, uphold the Company's technical objection that the demand as worded is vague and cannot be adjudicated upon.

I must, however, make it abundantly clear that I am not disposing of the claim for bonus for any year on the merits. The payment of bonus is now governed by provisions of the Payment of Bonus Act, 1965 (Act XXI of 1965), which has replaced the Payment of Bonus Ordinance, 1965. Section 10 of that Act provides for payment of minimum bonus at 4 per cent of the "salary or wage" (as defined under the Act) earned by the employees during the year or Rs. 40, whichever is higher, irrespective of losses earned by the employer in the particular accounting year for which bonus is to be paid. Clearly, the workmen under reference, particularly the 198 shore-workers who have not been paid any bonus, are, under statute entitled to payment of bonus under the Payment of Bonus Act, 1965, and the fact that I am upholding the technical objection of the Company cannot take away their statutory right to claim and the Company's statutory liability to pay, bonus for the Company's financial year 1963-64, or any earlier accounting year, under the Payment of Bonus Act, 1965 (Act XXI of 1965).

30. Demand No. 3: Provident Fund.—Provident Fund should be revised and/or introduced on the basis of contribution of 8½ per cent of the total wages inclusive of dearness allowance on either side. The rules of provident fund of the Bombay Dock Labour Board should be adopted by the Company.

At the hearing, it was pointed out by Shri Jaisinghani, Advocate for the Company, that the Provident Fund in force was managed by a Board of Trustees and the Company at the hearing on 1st October, 1965, filed a copy of its Provident Fund Trust Deed dated 27th February, 1956. However, the present Trustees of the Provident Fund have not been brought on record in this reference, and in their absence it would not be possible to adjudicate on this demand. The demand cannot, therefore, be adjudicated upon in the absence of the necessary parties, viz., the Trustees having been brought on record.

31. Demand No. 4: Gratuity.—Each employee should be paid gratuity at the rate of one month's total wages for each year of service, the rules for payment of gratuity of the Bombay Dock Labour Board should be adopted by the Company.

The Union, in its written statement of claim, in support of this demand has stated as follows:—

"that the present gratuity scheme introduced by the Company falls very much short of the gratuity schemes introduced for other Dock workers in Bombay Port. The workers are, therefore, justified in getting their own scheme improved in the light of the gratuity scheme in force for the Port Trust employees and the monthly rated stevedore workers employed by the Company."

At the hearing on 1st October, 1965, the Company tendered the Deed of Trust dated 26th November, 1960, relating to gratuity. It appears from that deed that the gratuity fund has been created for the benefit of the workmen covered by this reference, namely Shivnars, Shoreworkers, Mahinawallas, Pallewallas, Pallewallis, Watchmen and Peons. By that Deed for Indenture, Rai Valbai, the widow of Thakur Kanji Jadhavji, Sole Proprietor of the business carried on by her in Bombay and other places in the name and style of Kanji Jadhavji and Co., had created a fund called the Gratuity Fund and had appointed Gokuldas Khimji Jamnadas Nanjee and Mathuradas Gokuldas and Mathuradas Nanjee as Trustees. It is also clear that that trust was created for the benefit of the following categories of workmen, viz., Shoreworkers, Pallewallas, Pallewallis, Shivnars, Watchmen and Peons, who are the workmen covered by this reference. Since admittedly there are Trustees in relation to the gratuity fund, they were necessary parties to the demand for improvement in the existing terms and conditions of the present scheme of gratuity applicable to these workmen. In the absence of these Trustees having been impleaded as parties, the demand cannot be adjudicated upon.

32. Demand No. 5: Weekly off with pay.—All daily rated workers should be given weekly off with pay. The demand is that all daily rated workers should be given weekly off with pay. The Union, in its written statement in support of this demand has stated that the daily rated dock workers in the port of Bombay have been agitating for a very long time for the introduction of weekly off with pay. It has referred to the decision of the Hon'ble Supreme Court relating to the daily rated shore-workers employed by the Bombay Port Trust, to whom the Minimum Wages Act is applied, and who were directed to be paid additional wages for working on their weekly day of rest, and that following that decision of the Supreme Court, the Bombay Dock Labour Board also by an agreement with this Union introduced a weekly off with pay to all the daily rated stevedore workers with retrospective effect from June 1962. It has, therefore, argued that in equity if the daily rated workers of this Company who have not been paid the weekly

off with pay should be given the same benefits as are given to the shore-workers of the Bombay Port Trust and the registered stevedore workers of the Bombay Port Trust.

The Company in its written statement on this demand has stated as follows:—

"The said Company further states that in so far as the demand of weekly offs is concerned, the same is governed by the provisions of the Bombay Shops and Establishments Act and the rules made thereunder, and the non-compliance of which is penal. The said Company, therefore, submits that this is not a demand which can be agitated as an industrial dispute under the said Act."

33. At the hearing on 30th September, 1965 and 1st October, 1965, Shri Jaisinghani, the learned Advocate for the Company, repeatedly stated that the monthly rated workers are granted weekly offs with pay under Sec. 18 of the Bombay Shops and Establishments Act, 1948, and that even the daily rated workers got their weekly off day if they put in 6 days work in the week, and they were also governed by the provisions of Sec. 18 of the Bombay Shops and Establishments Act, 1948. The Union was inclined to challenge this as an incorrect statement which the management was making with a view to avoid adjudication on this demand. The representatives of the Company, however, at the hearing consistently and repeatedly stated that even to their daily rated employees it was applying the provisions of Sec. 18 of the Bombay Shops and Establishments Act, 1948, in the matter of weekly offs with pay. Therefore, according to the Company itself, all the daily rated workmen are at present entitled to and they are being given weekly offs with pay. Therefore, the only fair award to make would be that the Company shall continue its present terms and conditions of service of its daily rated workmen in respect of grant of weekly off with pay, which is as recorded above, and I award accordingly.

34. I shall now take up the demands in respect of the monthly rated workers.

Demand No. 1.—The first demand is for payment to the monthly rated workers of the increase in dearness allowance which was given by the Company to its shore-workers and dock staff with retrospective effect from July, 1963 and February, 1964. The Union at the hearing has stated that there has been no change in the rate of dearness allowance for the monthly paid employees since 1956. It has urged that a great injustice had been done to the monthly paid workmen, because all other categories of workmen have been paid additional dearness allowance from time to time.

It was, however, admitted at the hearing that since 1st July, 1958, the Company has granted its shore-workers the following increases in dearness allowance:—

as to :-	I-7-1958	Monthly rated :-	Rs. 5/-
"	I-6-1-1960	" "	Rs. 5/-
"	I-11-1961	" "	Rs. 5/-
"	I-10-1964	" "	Rs. 5/-
"	I-2-1965	" "	Rs. 7.80
"	I-3-1965	" "	Rs. 7.50

It is, however, admitted that the Company has not paid the increase in dearness allowance which the Central Government employees got with effect from 1st July, 1963, granted to them by the Central Government Circular No. F. 1(1)-E2B(64) dated 11th February, 1964, from the Ministry of Finance, Department of Expenditure. It is also admitted at the hearing that the Company has not granted the increase in dearness allowance granted by the Central Government Circular No. 1(1)-E.II(B) dated 7th May, 1964 from the Ministry of Finance, Department of Expenditure granting increased dearness allowance, which came into force with retrospective effect from 1st February 1964. These are the two increases in dearness allowance which the Union claims under demand No. 1 above.

The increase in dearness allowance granted from time to time to the dock workers in Bombay Port has been referred to by me in some detail in my Award in the industrial dispute Reference No. CGIT 102 of 1964 between M/s. Dharsi Moolji and Its Workmen [See Gazette of India, Part II, Sec. 3(ii) dated 21st August, 1965 pages 2862 to 2865.]

The increase in dearness allowance granted by the Government of India by its said notification dated 11th February, 1964, retrospectively from 1st January, 1963 was as follows:—

Pay	Increase in Dearness Allowance
Rs. 110	Rs. 2.
Rs. 110 and above, but below Rs. 150	Rs. 5
Rs. 150 and above, but below Rs. 210	Rs. 5.
Rs. 210 and above, but below Rs. 300	Rs. 10

The increase in dearness allowance granted by the Central Government notification dated 7th May, 1964 with effect from 1st February, 1964 was as follows:—

Rs. 110	Rs. 3.50.
Rs. 110 and above, but below Rs. 150	Rs. 5.50
Rs. 150 and above, but below Rs. 210	Rs. 7.09
Rs. 210 and above, but below Rs. 300	Rs. 10.00

Shri Jaisinghani has, in opposing the demand, argued that the claim for the two increases in dearness allowance should be considered belated, because these workmen have accepted subsequent increases in dearness allowance. This is factually incorrect, because the only other increases in dearness allowance which these workmen have got were those granted on 1st October, 1964, 1st Feb., 1965, and 1st March, 1965, which payments were made after the Charter of Demands was submitted, raising this industrial dispute. Thus, in fact, there is no belatedness in this demand, nor can the acceptance of these three payments be treated as a waiver of their claim made earlier. In fact, the last two increases in dearness allowance were the result of recommendations of the Central Wage Board for the Port and Dock Workers, the first being an interim wage increase and the second an increase in dearness allowance. On the merits, I accept the Union's contention that, considering the rise in the cost of living index No. and the consequent increases in dearness allowance which employees in the Docks and Port of Bombay have got, these workmen too would be entitled to the increases which they have claimed. There is no reason why they should be deprived of this neutralisation in the rise of the Cost of Living index No. which necessitated the grant of these two increases. As I have noticed in my Award in Reference No. 102 of 1964, other like Companies have granted these increases in dearness allowance to their workmen. I would, therefore, direct that all the monthly rated workmen covered by this reference who were in the service of the Company as on 1st July, 1963, and 1st February, 1964, will get the increases in dearness allowance at the rates shown in the table reproduced above, the payment to be made within 30 days of the publication of this Award in the official Gazette.

Demand No. 1(a).—The Union in its written statement has urged that the monthly rated workers are paid a meagre wage by way of basic pay and dearness allowance, and that they are deprived of their legitimate claim of additional opportunity of earnings by being denied employment at overtime rates for work on Sundays and Holidays. It has further stated that even in the third shift when there is full employment available, the Company engages casual labour and gives no chance of additional employment and overtime earnings to its regular employees. It has urged that the action of the Company amounts to unfair labour practice as its motive is to save money by taking this work at lower wages from casual workers. It has, therefore, urged that in all fairness the Company should engage monthly rated workers for overtime employment on Sundays and Holidays, and in the third shift in preference to casual labour.

35. The Company in its written statement in para 9 has stated, that this demand cannot be the subject matter of an industrial dispute as grant of such a demand would result in infraction of some of the provisions of the Bombay Shops Act. It has specifically stated that according to the provisions of the Bombay Shops Act and the Rules made thereunder, the Company is bound to give weekly offs. It has further urged that the demand is covered by a settlement dated 12th August, 1959 (Annexure "F"), which is subsisting.

36. I have dealt with and rejected the legal objection to the maintainability of this demand on the ground of it being covered by the settlement of 12th August, 1959. With regard to the provisions of the Bombay Shops and Establishments Act, the representatives of the Company at the hearing stated that the provisions of the Bombay Shops and Establishments Act and its Rules would be contravened if this demand were conceded. They stated that in fact the Company has to search for shore-workers and that it would have no objection to concede this demand if it secures exemption from the provisions of the Bombay Shops and

Establishments Act. But, the Company has not shown what provisions of the Bombay Shops and Establishments Act would be contravened if this demand were to be conceded. The Union's anxiety appears to be that instead of engaging casual workers at lower pay, the Company should give employment to its regular workers for work on Sundays and holidays and in the third shift. In view of the submissions made, the only reasonable direction to give would be that the Company should give preference to its monthly workers for employment on Sundays and holidays and for employment in the third shift, if such employment does not contravene the provisions of the Bombay Shops Act. It has not been established by the Company that it necessarily would result in the contravention of the Bombay Shops Act in every case of employment of its regular monthly rated workmen for work on Sundays and holidays and in the third shift. It is only when the employment of the regular monthly rated workmen would result in contraventions of the Bombay Shops Act by their being employed for more hours than are prescribed by that Act that they would be committing a breach of the law. Where the employment of the monthly-rated on Sundays and holidays and in the third shift would not result in violation of any provisions of the Bombay Shops and Establishments Act, I would direct that they should be given preference for such employment over employment of casual labour.

Demand No. 2.—Shore-workers.—The present practice appears to be that the shore-workers are asked to report for duty half an hour before the time fixed for each shift. The first shift commences at 8 a.m. and the shore-workers are to report by 7.45 a.m. The second shift starts at 5.30 p.m. and the shore-workers are to report by 5 or 5.15 p.m. When the workmen report themselves in the second shift, the workers to be employed in that shift and the third shift which starts at 12 midnight are selected. The Union has argued that by being called for work twice in a day, considerable hardship is caused to these workmen. It has sought to argue that in the Dock Labour Board and in the Bombay Port Trust the workers in the Painting and Chipping sections are not required to report twice in a day because the workers are divided into three shifts. Under the settlement (Annexure 'F') all the workmen, except the watchmen, are required to report for booking half an hour before the commencement of each shift. The Company has pleaded that it is not in a position to know at 7.30 a.m. how many shore-workers would be required to be booked for the second and third shifts, because it is not known by then how many gangs of shore-workers would be required for the second and third shifts. Whilst no doubt the present system works a hardship on the workmen, the Company also is in a difficult position for the reason stated above. It would, therefore, not be fair to give the direction sought for on this demand. I would, however, recommend that the Union and the management should try and evolve a formula by which a certain number of shore-workers only should be asked to report half an hour before the first shift and the remaining should report themselves for work only half an hour before the second shift, for employment in the second and third shifts. I am confident that if a serious effort is made, difficulties on both sides could be obviated.

Demand No. 2(a).—The Union, in its written statement of claim, has stated that the manner in which the increase of dearness allowance is being paid by the Company is irregular and illegal, and amounts to illegal deduction of the workers' wages. The method of payment of dearness allowance is by dividing the quantum of dearness allowance by 30, and pay them only for the days they are employed. This, according to the Union results in the full amount of dearness allowance that the workmen are entitled to for full attendance in the month not being paid to them. The Union has, therefore, prayed for a direction on the Company to effect payment of full dearness allowance with retrospective effect from 1st July, 1963. The Union has pointed out that the average employment of these workmen works out to only 12 to 14 days in a month, and therefore, they are justified in demanding dearness allowance for 28 days in the month. It is admitted that the Company is paying dearness allowance for extra-shifts. The Union has not proved that there is a general practice for shore-workers to be paid dearness allowance for the days on which they get only attendance allowance. The Dock Labour Board and the Bombay Port Trust do not pay dearness allowance for the days on which shore-workers get only attendance allowance. I am not satisfied that a case has been made out for granting the demand as framed, which is rejected.

38. *Demand No. 3(a).*—Gear.—At the hearing, it was stated that the Company had supplied trolleys and therefore, this demand must be deemed to have been conceded and I award accordingly.

Demand No. 4.—This is the same demand as for the monthly rated and at the hearing, the Union supported this demand on the same grounds on which it supported the similar demand for the monthly paid workers, i.e., Demand No.

1(a). The Union has argued that the shore-workers of this Company should be compared with 'A' category shore-workers of the B.P.T. and registered stevedore workers of the Bombay Dock Labour Board, where, under the provisions of a scheme it is obligatory on the employers not to engage casual labour as long as registered stevedore workers are available. I would, therefore, on this demand make the same award as I have given on demand No. 1(a) for the monthly rated workers.

Demand No. 5.—The Union, in its written statement, has urged that in order to effect unfair economy, the Company makes the peons do the duties of clerks in the night-shifts. According to the Union, this is irregular, and amounts to unfair labour practice, and it has, therefore, urged that either the peons should be paid wages of clerks or the Company should make its own arrangements for clerical work, which is performed by peons in the night shift. At the hearing, it was stated that it was only once in a while that the peons are required to do the clerical work mentioned above, and that they are not required to do so regularly. It does, therefore, appear that though not regularly, the peons are asked to attend to work which is essentially clerical. The demand is that the Company should be asked to stop this practice. Even if this type of work is not required to be done regularly, it is not proper that peons should be asked to do this clerical work with the attendant responsibilities that attaches to it, without some compensation being paid to them by way of additional remuneration. If, however, the Company cannot agree to grant them some additional remuneration, then the only direction to give is that the Company should not at any time take such work from the peons, because the danger always is that if such work is taken only on occasions, just now, it may become a practice to treat it as part of the normal duties of peons, without additional remuneration to them, which would not be fair. In the result, I direct that the Company should stop the practice of making the peons do this work, but that if it wants them to do the work, it should pay them some small additional remuneration.

40. With regard to Demand No. 5(a) it was stated that the Company has agreed to supply three sets of uniforms and the only thing I would like to direct is that this supply should be made in April or May of each year.

41. Watchman.—Demand No. 6.—The demand is that the watchmen should be supplied with raincoats, umbrellas and gumboots for their use during the monsoon. By an existing award of Shri Vyas the workmen are supplied with umbrellas, but I do not think that the workmen are precluded from raising an industrial dispute claiming the additional benefits of gum-boots and raincoats. I do not think the Union's demand for over-coats instead of umbrellas is justified. They work in shifts, and Shri Kulkarni for the Union was fair enough to state at the hearing that he was satisfied with the workmen being supplied with umbrellas, but he pleaded that they may be given gumboots. Since the workmen work in sheds I do not see how the supply of gum-boots is justified. The demand for gum-boots is, therefore, rejected.

Demand No. 7.—The Union in its written statement has stated that the pallewallas of this company are treated with marked disfavour since a slight improvement was effected in their wages. It was stated that prior to the agreement in respect of their wages, the Company was offering employment to pallewallas of nearly 30 days in a month, but that after the agreement, the Company employs irregulars on Sundays and holidays. The Union has pleaded that the Company be directed that they should not employ outside labour in place of pallewallas. At the hearing, the Company once again emphasised that it would be making a breach of the Bombay Shops and Establishments Act, if it were to give its pallewallas and pallewallis by making them do more work. I think on this demand also the same direction should be given as on the earlier demand No. 1(a) that if consistent with the provisions of the Bombay Shops and Establishments Act, the pallewallas and pallewallis can be employed for work on Sundays and holidays, the Company should do so and should not take outside labour for their work. I am inclined to think that the Company is employing outsiders not with a view to spare its regular employees, namely the pallewallas and pallewallis, the arduous of overwork, but to effect economy by paying outsiders lesser wages than what it would be required to pay to the pallewallas and pallewallis if they were given work on Sundays and holidays. I repeat again that such work should be given to them only if it does not contravene any provisions of the Bombay Shops and Establishments Act and its Rules.

I may make it clear that wherever the existing terms and conditions of service are more favourable to the workmen than what I have awarded by this Award, the workmen will be entitled to those better terms and conditions of service.

I think this is a fit case where costs should be awarded in favour of the Union. I, therefore, award Rs. 250/- as costs in favour of the Union, to be paid within one month from the date this Award becomes enforceable.

Sd/- SALIM M. MERCHANT,

Presiding Officer.

[No. 28/121/64-LRIV.]

New Delhi, the 18th January 1966

S.O. 312.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Assam Oil Company Limited, Digboi and their workmen which was received by the Central Government on the 3rd January, 1966.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 52 OF 1964

PARTIES:

Employers in relation to the Assam Oil Company Limited, Digboi,
AND

Their workmen.

PRESENT:

Shri L. P. Dave—Presiding Officer.

APPEARANCES:

On behalf of employers—Shri J. K. Ghosh, Advocate.

On behalf of workmen—Shri N. Das Gupta, Advocate.

STATE: Assam

INDUSTRY: Oil

AWARD

The Government of India, Ministry of Labour and Employment by order No 25/2/64-LRIV, dated 17th August 1964, have referred the industrial dispute existing between the employers in relation to Assam Oil Company Limited and their workmen in respect of the following matters for adjudication to this Tribunal. The matters referred to for adjudication are:

1. Whether the action of the management of M/s. Assam Oil Co., Digboi, in closing the Refinery Rice Store was justified?
2. To what relief are the workmen affected by such closure entitled?
2. The facts leading to the present dispute are as under:

The employers in this case, whom I shall hereafter refer to as merely the Company, had started a shop for supplying food grains to their workers. This shop was known as the main rice store and catered to the needs of about 5,000 workmen. It appears that originally the food grains were supplied to the workmen at a concession rate. In August 1942, the company increased the number of shops to three by opening two more shops which were known as the Muliabari rice store and the Refinery rice store respectively. At that time the company had about 8,000 workers. In 1948, there was an industrial dispute between the company and its workmen which was referred to for adjudication to the Central Government Industrial Tribunal, Calcutta. The dispute related to several matters one of which was granting of dearness allowance. The Tribunal framed a scheme for paying dearness allowance in cash. It also ordered that the company should maintain their food shop and continue to run it on the basis of a no profit no loss principle. Thereafter food grains are being supplied to the workers on a no profit no loss basis from the above shops. The company closed its Refinery rice store with effect from 1st September, 1963 and directed that all the workers who used to make their purchases from that store should do so from the main rice store. This has led to the present dispute. The union contends that the closing of the above store amounts to a change of service conditions and also amounts to taking away of a privilege and a concession which they had got and the company should not be allowed to do so. They have further contended that the workers are being put to a great inconvenience because of this in as much as the workers who were drawing their requirements from the Refinery rice store have now to walk a greater distance for going to the main store and have also

to pay higher porter charges for carrying the foodgrains, etc. from the store to their respective houses. It has also been said that they have to waste a great deal of time in drawing their requirements from the store. On the other hand, the company's case is that their labour strength had gradually gone down with the result that the number of purchasers in each store also went down. They further contend that workers formerly they used to allow each worker to make purchases twice a month (first purchase could be made on a credit basis up to the amount of the wages earned by the worker till that date and the second purchase had to be made on cash basis), the workers could (from 1st March 1967) make purchase only once in a month (on a credit equivalent to the wages of the whole month). The company contends that as a result of this change, the number of purchases made from the stores has also gone down. They therefore say that looking to the number of purchasers and to the number of purchases, two stores would meet the requirements of the workers and that is why they have closed down one of the stores. They further contend that the distance of the houses of the different workmen who were drawing their requirements from the Refinery rice store is not much greater than the distance from the main store and in some cases it is actually less. They deny the allegations that the workers have to wait a long time before they could make their purchases from the new store. Lastly, they have raised a contention that the reference is not maintainable in law.

3. Under Section 7A of the Industrial Disputes Act, the Government have the power to constitute an Industrial Tribunal for the adjudication of the industrial dispute relating to any matter specified in the Second schedule or the Third schedule of the Act. Under Section 10 of the Act also, the Government has power to refer an industrial dispute for adjudication to a Tribunal when the dispute or any matter appearing to be connected with or relevant to the dispute is relating to any matter specified in the Second schedule or the Third schedule. Thus only matter which are mentioned in the II or III schedule of the Act are within the jurisdiction of an Industrial Tribunal.

4. Reliance was placed on behalf of the workmen on entry No. 4 in the Second schedule and entry No. 9 in the Third schedule and it was said that the present dispute will fall within either of these items. Item No. 4 of the Second schedule refers to the "withdrawal of any customary concession or privilege". Item No. 9 of the Third schedule refers to 'Rationalisation'.

5. Before proceeding further, I may also mention here that according to the contention of the workmen, the action of the company was illegal inasmuch as they had not given a notice as required by Section 9A of the Act to any workman before closing the Refinery rice store. Section 9A lays down that no employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change without, among other things, giving notice to the workmen. It was urged that the closure of the Refinery rice store amounted to a change in the conditions of service as covered by items 8 and 10 of the Fourth Schedule. Item 8 refers to "Withdrawal of any customary concession or privilege or change in usage" and Item 10 refers to "Rationalisation, standardisation or improvement of plant or technique which is likely to lead to retrenchment of workmen". Admittedly no notice has been given under Section 9A; because, according to the company, the closure of the shop does not amount to a change in the service conditions of the workmen.

6. The important question, therefore, for consideration would be whether the closure of the shop amounted to withdrawal of customary concession or privilege or change in usages and/or whether it amounts to rationalisation. If the answer to either of these two questions is in affirmative, then this tribunal would have no jurisdiction to entertain this matter and in such a case the company's action would not be held to be valid under section 9A of the Act. I am however not satisfied that the company's action amounts either to withdrawal of any customary concession or privilege or to rationalisation.

7. The concession or privilege which the workmen are entitled to was the right to obtain their requirements from a shop which should be run by the company on the basis of no profit no loss principle. It was urged on behalf of the workmen that at the time of the award given in the above dispute, the company was running three shops and under the terms of the above award that privilege was ordered to be continued and therefore the company cannot close down any of the three shops. I do not agree with this contention.

8. The tribunal was then considering the question of dearness allowance. When that question was being argued before it, the employers had stated that they

were supplying food stuffs to the workers at a concessional rate. The tribunal after considering all matters fixed a scale of dearness allowance saying that it should be paid in cash. It then observed, "but the company should maintain the food stuff shop and continue to run the same on the basis of no profit no loss principle. The cost of maintaining the shop should be borne by the Company. This arrangement should come into force within 2 months of the publication of this award". It would thus appear that the tribunal was only considering the question of granting of dearness allowance to the workers and while fixing the dearness allowance, it ordered that the company should continue to maintain the food shop on a no profit no loss basis. It may be noted at this stage that the word used was 'shop' in singular and not 'shops' in plural, though admittedly at that time there were three shops being run by the company. It supports the view that the tribunal had in mind only the privilege of supply of food stuffs to the workers on a no profit no loss basis. By no stretch of imagination could it be said that the tribunal directed or decided that the number of shops should be maintained or that the shops should continue at the very places where they were then situated and could not be shifted therefrom. As I said above, the right or the privilege which was granted to the workers by this award was the continuance of the supply of food stuffs on a no profit no loss basis.

9. It appears that in 1951 there was again an industrial dispute between the company and its workers and one of the questions considered by the tribunal at that stage also was the granting of increased dearness allowance. In connection with this point, it appears that a grievance was made before the tribunal that the company had put a wrong construction on the word 'maintenance' used in the previous award. As mentioned above, the award of 1948-49 required the company to continue to maintain the shop and to run it on the basis of a no profit no loss principle and it also directed that the cost of maintaining the shop should be borne by the company. This was interpreted by the company as meaning that they had only to provide accommodation for the shop and the expenses of running the shop were to be included in the cost in fixing the prices for the purpose of no profit no loss basis. This contention of the company was negative and it was directed that the entire cost of establishment including accommodation should be borne by the company. Here also the only question which was considered by the tribunal was the privilege of the workers to get food stuff on a no profit no loss basis and that principle is not in dispute now.

10. The only dispute now is whether the company is bound to maintain three shops which it was running originally; whether it has a right to close any of the shops and incidentally whether it can change the site of the shop or not. I do not think it could be said that the workmen have a privilege of saying that the company should maintain a particular number of shops nor they have the privilege of saying that the shop should be run at a particular place and nowhere else. The only right and privilege which they have got is that they should be supplied with food stuffs on a no profit no loss basis, from a shop the establishment charges of which should be borne by the company. I do not think the closure of a shop or changing its location could be said to be a breach of privilege or a break of service conditions or breach of customary concession.

11. Obviously the closure of the shop cannot be said to amount of rationalisation. Rationalisation would mean the change of method of work or standardisation or improvement of work or technique; but it cannot mean the closure of a shop from 3 to 2.

12. On the whole, I think that the closure of the shop is not a matter which comes either within any of the matters described in the Second or Third Schedule of the Industrial Disputes Act and this tribunal has, therefore, no jurisdiction to entertain this reference. I also hold that no notice was necessary for effecting this and hence the action of the management cannot be said to be illegal on this ground.

13. Assuming, however, that it is within my jurisdiction to consider, this, even on merits I think that the workmen have no case. As I mentioned above, the company was originally running three shops at three different places. It appears that the workmen are residing in different localities and each workman would naturally be drawing his requirements from the shop which is nearest to his house or which is otherwise more convenient to him. From Annexure II of the written statement of the company, it appears that the number of workers on its pay-roll in August 1948 was 7,653. It was reduced to 4,407 by 1963 and 4,069 by August 1964. Annexure III contains statement showing the total number of purchasers in the different stores. The total number of purchasers in 1961 varied between 6,456 and 6,805. In 1962 they varied between 4,889 and 5,040. In 1963 they varied from 4,067 to 4,124, and in 1964 they varied from 3,549 to 3,733. In

other words, the number of purchasers in 1964 was almost 55 per cent of the number of purchasers in 1961. Again, as a result of the change in the mode of purchase restricting the purchase to once a month from what it was before, namely twice a month, the number of actual purchases also has gone down. From Annexure IV, it appears that whereas the total number of purchases in December 1954 was over 8,000, in August 1963 it was just above 5,000 and in August 1964 it was below 5,000. In August 1965 it has further fallen to less than 4,000. With the fall in the number of purchasers (and purchases) the company would be justified in reducing its number of shops, provided, of course, it does not cause great hardship to the workers.

14. It has been contended by the Union that as a result, the workers who were drawing their requirements from Refinery rice store being required to draw them from the main store, they have been put to great inconvenience, hardship, expenses and loss of time. It was said that the main store is at greater distance than the Refinery store from the houses of the workmen. Annexure V of the written statement of the company shows the distances of the different areas served by the Refinery rice store from the main rice store. These distances have been admitted by the union in a statement produced by them. The union's statement however further shows the number of employees residing in different areas. This statement about the number of employees residing in different areas has no evidentiary value inasmuch as that statement was prepared by a casual enquiry made by witness Shri N. P. Dash from some people whose names he is not able to give. Assuming however that the number of employees residing in different areas as mentioned in this statement is correct, the position that emerges is that in respect of about 100 persons the main rice store is nearer than the Refinery rice store from their residences and naturally to these people it would be more convenient. In the case of about 800 employees, the new distance is greater by less than half a mile; in the case of about 200 workers, the distance is just half a mile; in the case of about 150 workers, the distance exceeds by about 3/4th of a mile and in the case of 15 workers the distance is about a mile. We have to remember that we are dealing with the working class people to whom a distance of half a mile would be negligible and to say that these people are put to a great inconvenience because the new store from which they have to draw their requirements is half a mile more distant than the place from which they were drawing till now has no force. Then hardly 200 people have to walk 3/4th mile more and out of them only 15 people will have to walk a mile more. I do not think that this could be said to be causing them great hardship.

15. Considering the question of expenses, it has been alleged by the union that the workers have to spend more for porter charges because they have now to go to the main store. In this connection, they relied on Annexure K to their written statement which is supposed to be showing the expenses which they have to incur for bringing their requirements from the main store to their residences. The first item is said to be porter charges to various places from the main rice store and this shows the variation between 1.00 to 1.50. They have, however, not shown what portage they had to pay when they were bringing their requirements from the Refinery store. For instance, the above statement shows the porter charges of 2.50 for going to Borbil. The distance of Borbil from main store is 1.4 miles while from the Refinery rice store it is 1.5 miles, which would mean the portage charges from the Refinery stores may have been higher than what they had to pay in respect of main rice store. In the absence of any statement showing as to what portage they had to incur while taking their requirements from the Refinery rice store, it could not be said that the amount shown in Annexure K as portage charges is the amount which they are losing now as a result of the change of the store. Again, this statement shows the charge for two porters but this also is not correct. As admitted by the union's own witness Shri N. Biswas, some workers would engage only one porter and some may have required two porters if their number of dependants was larger and the quantity of purchases was therefore greater. Further, I do not believe this witness when he says that everyone has to engage a porter. There may be some persons who would themselves carry their requirements. I cannot believe the statement that an ordinary labourer would not carry his things but would engage a porter even when he is alone (that is, even when he draw rations only for himself.)

16. A further charge is said to be made on ground that a person is required to spend 3 to 4 hours for drawing rations including loss of time to cover the distance. I have already shown above that the distance to be covered is not much greater and the time to be spent therein would not be very much. It was then argued that because of the number of persons having increased at the main store, there is a long queue and people have to wait even up to 10 p.m. before

they get their requirements and sometimes people have to go back without being able to draw their rations and have to come again for the purpose. I can appreciate that sometimes there may be a long queue and people may have to wait their turn but I do not agree that this is as a result of the abolition of the Refinery store. This queuing is an inherent effect in a system of this type where a number of persons go to make their purchases on one day. Actually, it is admitted by the union's own witness Biswas that even in the Mulabari rice store from where he is drawing rations and which has not been affected in any way by the closure of the Refinery rice store, workers have sometimes to wait till 10 p.m. and sometimes they are not able to draw the rations on the day on which they go there and have to go again for the purpose. It would mean that this grievance is not necessarily in view of the abolition of the Refinery rice store but some other cause must be responsible for it. I am not concerned in this case with other causes but I would certainly recommend to the company that they may look into this grievance of the workers and if it is found that workers have to wait for drawing rations till 10 p.m., they should try to find out a suitable way to see that workers have not to waste much time. In this connection, I find from the evidence of the union's witness Shri Biswas that sufficient stocks are always there and a person has not to go away without rations for want of stocks. This would mean that probably the defect lies in too many people going on one particular day and I would recommend some suitable way should be found out to solve this defect.

17. It was then urged that work at the main store has increased because of the abolition of the Refinery rice store and still the staff there is not increased. In this connection, the union relies on the evidence of Shri Biswas who says that in the general stores formerly there were two writing clerks and three issuing clerks and to-day also the position is the same that is no extra clerk has been appointed at the main store. On the other hand, the company's witness Shri N. N. Borah has stated that the number of clerks in the main rice store has been increased from six to nine after the abolition of the Refinery rice store. Between them, I prefer to believe Shri Borah. I do not believe Shri Biswas because he does not appear to have personal knowledge of the position and has made contradictory statements. He does not draw his requirements from the main store and naturally he would not have personal knowledge as to the number of clerks working there. He is also not able to give the names of different clerks working in the main store. I am, therefore, not prepared to place reliance on his statement when he says that the number of clerks in the main store has remained the same as before.

18. In this connection, Shri Ghosh for the company invited my attention to Annexure F of union's written statement which contains the minutes of the meeting of the Negotiation Committee held on 12th September 1963. These minutes show that at first the union representatives gave out their grievances. The company's representatives replied thereto. After that the union representative replied to what the company representatives had said. The minutes further show that the company's representative made out five points in support of their case, the fifth of which was "additional men have been put on main rice store to cope with the rush of purchasers as a result of closing down of the Refinery rice store". The union's representatives replied to what the company's representatives had stated but in that reply there was no denial of the allegation that additional men had been put at the main rice store after the closing of the Refinery rice store.

19. I am satisfied that the staff at the main store has been increased after the abolition of the Refinery rice store. But if this has not been done it does not mean that the closure of the Refinery store was unjustified. If the staff at the main store is inadequate, the workers should take up the matter with the company and see that they are not put to inconvenience because of the paucity of staff. An allegation of paucity of staff is quite different from claiming that the number of rice shops should remain unchanged and also to say that the rice shop's location cannot be changed.

20. If the contention of the union were to be accepted, it would mean that the company cannot change the location of the shop even by a few feet. Shri Das Gupta said that what they claimed that the store should remain in the same locality. When I am considering the question of the right and the privileges of the workmen, I am unable to agree that the workmen have acquired the right or privilege of having a shop in a particular locality. The employers cannot change the location of the shop in such a way that it may amount to the denial of the right of the workmen to draw their requirements. For instance, if the shop is removed to a distance of over two miles, the matter may be different. Here,

however, as I pointed out above, hardly 150 workers would be required to go to a distance of one mile more. This cannot be said to be unreasonable or a great hardship.

21. Before I close, I must say that I am not able to understand the company's stand about effecting economy. As against four clerks working in the Refinery rice store at the time when it was closed, they have increased the number of clerks in the main rice store by three. In other words, the economy is of one clerk. There may be some economy in the supervisory staff. I would however recommend to the company to consider whether in view of the dissatisfaction expressed by the union against the abolition of Refinery rice store, they should not reconsider their previous decision, justified though it is and reopen the Refinery rice store to have a contented labour force in an area just on the borders of the country.

22. Apart from this recommendation, which I am making to the company, I feel that on merits the company is and was justified in closing the Refinery rice store and the workmen, therefore, are not entitled to any relief.

In the circumstances of the case, I order parties to bear their own costs.

I pass my award accordingly.

Dated, The 30th December, 1965.

(Sd.) L. P. DAVE,
Presiding Officer.
[No. F. 25/2/64-LRI.]

New Delhi, the 19th January 1966

S.O. 313.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur, in the industrial dispute between the employers in relation to the Morija Iron Ore Mines of Messrs Damodardas Khandelwal, Jaipur and their workman which was received by the Central Government on the 10th January, 1966.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR
PRESENT:

Shri J. S. Ranawat.—Judge.

CASE No. CIT-12 OF 1965

REF.—Government of India, Ministry of Labour & Employment, New Delhi Order No. 37/41/65-LRI, dated 22nd November, 1965.

In the matter of an Industrial Dispute

BETWEEN

The Rashtriya Khanij Khan Mazdoor Union, Jaipur.

AND

Messrs. Damodar Dass Khandelwal, Owners of Morija Iron Ore Mines, Jaipur.

Date of Award:

27th December, 1965.

AWARD

The following dispute between the employers in relation to the Morija Iron Ore Mines of Messrs. Damodar Dass Khandelwal, Jaipur and their workmen was referred by the Central Government, Ministry of Labour & Employment for adjudication under Section 10 of the Industrial Disputes Act, 1947 on the 22nd November, 1965:—

- (1) "whether the termination of services of Sri Deen Dayal Jhalani employed as Accounts Clerk by the management of Morija Iron Ore Mines is justified?"
- (2) If not, to what relief is the workman entitled?"

After issue of process Shri Deen Dayal Jhalani employed as Accounts Clerk by the Management of Iron Ore Mines appeared personally along with Shri Rama Shankar Joshi, President of the Rashtriya Khanij Khan Mazdoor Union, Jaipur and stated that he had amicably settled the dispute under reference and all other matters between him and the management and that he did not, therefore, desire to prosecute this case. Deen Dayal and Rama Shankar Joshi both prayed that a no dispute award be passed. Bhanwarlal appeared for Messrs. Damodardass Khandelwal, Mine Owner, Johri Bazar, Jaipur and he also joined in the prayer of Rama Shankar Joshi and Deen Dayal Jhalani for a no dispute award.

As the dispute has been settled amicably and the union and the concerned employees Deen Dayal do not desire to prosecute this case and have prayed for no dispute award, a no dispute award is accordingly passed. Let a copy thereof be submitted to the Government of India, Ministry of Labour & Employment for publication.

(Sd.) J. S. RANAWAT,
Judge, Central Government
Industrial Tribunal, Rajasthan,
Jaipur.

[No. 37/41/65-L.R.I.]
S. A. SESHEN, Under Secy.

New Delhi, the 19th January 1966

S.O. 314/PWA/Sec.14(2)/65-Am(i).—In exercise of the powers conferred by sub-section (2) of section 14 read with section 24 of the Payment of Wages Act, 1936, (4 of 1936), and in supersession of notification No. S.O. 2429 dated the 19th August, 1963 of the Government of India in the Ministry of Labour and Employment, published in the Gazette of India Part II Sec. 3(ii) dated the 24th August, 1963, the Central Government hereby appoints the following officers to be Inspectors for the purposes of the said Act, in respect of all persons employed upon a railway (otherwise than in a factory) to whom the said Act applies, namely:—

1. The Chief Labour Commissioner (Central);
2. All Deputy Chief Labour Commissioners (Central);
3. All Regional Labour Commissioners (Central);
4. All Assistant Labour Commissioners.

[No. 542/34/65-Fac.(i).]

S.O. 315/HOER/Ins/Am.(i).—In exercise of the powers conferred by sub-section (i) of section 71 G of the Indian Railways Act, 1890 (9 of 1890) and in supersession of the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2430 dated the 19th August, 1963 published in the Gazette of India Part II Sec. 3(ii) dated the 24th August, 1963, the Central Government hereby appoints the following officers to be Supervisors of railway labour, namely:—

1. The Chief Labour Commissioner (Central);
2. All Deputy Chief Labour Commissioners (Central);
3. All Regional Labour Commissioners (Central);
4. All Assistant Labour Commissioners.

[No. 542/34/65-Fac.(ii).]

S.O. 316/ECA/Sec.6/Rly.Am(i).—In exercise of the powers conferred by section 6 of the Employment of Children Act, 1938 (26 of 1938) and in supersession of notification No. S.O. 2431 dated the 19th August, 1963 of the Government of India in the Ministry of Labour and Employment, published in the Gazette of India Part II Sec. 3(ii) dated the 24th August, 1963, the Central Government hereby appoints the following officers to be Inspectors for the purpose of securing compliance with the provisions of the said Act in respect of Railways, namely:—

1. The Chief Labour Commissioner (Central);

2. All Deputy Chief Labour Commissioners (Central);
3. All Regional Labour Commissioners (Central);
4. All Assistant Labour Commissioners;
5. All Labour Enforcement Officers.

[No. 542/43/65-Fac. (iii).]
VIDYA PRAKASH, Dy. Secy.

(Office of the Chief Labour Commissioner)

ORDER

New Delhi, the 18th January 1966

S.O. 317.—Whereas an application has been made by the establishment carrying on operation concerning Coal Mine mentioned in the Schedule below for extension of the period specified in clause (b) of section 19 of the Payment of Bonus Act, 1965 (No. 21 of 1965), for the payment of bonus to the employees of the said establishment, for the accounting year ended on the 31st January, 1965;

And whereas Chief Labour Commissioner is satisfied that there are sufficient reasons so to do;

Now, therefore, in exercise of the powers conferred by the proviso to clause (b) of section 19 of the said Act, read with the notification of the Govt. of India in the Ministry of Labour & Employment No. WB-20(42)/65, dated the 28th August, 1965 I, Teja Singh Sahni, Chief Labour Commissioner hereby extend the period within which the said bonus shall be paid by the establishment to 11 (eleven) months from the close of the accounting year ended on the 31st January, 1965.

THE SCHEDULE.

- (1) Katras Jherriah Coal Company, Ltd.,
8, Clive Row, Post Box No. 150,
Calcutta-1.

(in respect of
Laikdih Deep Colliery
& Seebpore Colliery).

[No. BO-25(3)/1/65-Vol. II.]

**TEJA SINGH SAHNI, Chief Labour Commissioner
(Central),**

MINISTRY OF EDUCATION

New Delhi, the 15th January 1966

S.O. 318.—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 5 of the University Grants Commission Act, 1956 (3 of 1956), the Central Government hereby appoints Nawab Ali Yavar Jung, Vice-Chancellor, Aligarh Muslim University, as a member of the University Grants Commission vice Shri S. R. Das whose term of membership expired on 31st December, 1965. Nawab Ali Yavar Jung shall hold office for a period of six years, with effect from the date of notification.

[No. F. 9-52/65-U.2.]

G. K. CHANDIRAMANI, Addl. Secy.

CORRIGENDUM

New Delhi, the 17th January 1966

S.O. 319.—In the notification of the Government of India in the Ministry of Education No. S.O. 2521, dated the 2nd August, 1965, published in the Gazette of India, Part II, sub-section (ii) of section 3 at pages—2740-2741,—at page 2741, in column 4 of the Schedule, for, “Nandigaka” read “Nandigama”

[No. F. 4-13/65.C.1.]

**SHARDA RAO (MRS.),
Assistant Educational Adviser.**

MINISTRY OF PETROLEUM & CHEMICALS

New Delhi, the 14th January 1966

S.O. 320.—In the Schedule to Notification published in the Gazette of India, dated 5-9-64 with Notification No. 31/47/63-ONG/5/Bux bearing S. No. 3016 dated 24-8-64, the following plots of lands with area noted against each are withdrawn from acquisition as they have been already acquired under the Land Acquisition Act, 1894 in favour of the Railway Administration.

Village with Thana No.	Plot No.	Area to be withdrawn
Rasulpur No. 165	158	0.28
Dhakaich No. 161	3971	0.14

[No. 31/47/63-ONG/OR-5/BUX VOL. 33]

New Delhi, the 17th January 1966

S.O. 321.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Ankleshwar Oil Field in Gujarat State pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of the said user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Liaison Officer, Competent Authority at Elampecco, 4th floor, Sayaji Ganj, Opp: College, Lokmanya Tilak Road, Baroda in the office of the Gujarat Pipeline Project (Oil & Natural Gas Commission). Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State/Gujarat	District/Broach	Taluka/Ankleshwar
Village	Survey No.	Area required in guntha
Adol	288	2.8
"	291	7.6
"	292(2)	2.5
"	297	7.1
"	302	3.4

[No. 31(67)/63-ONG/OR/Vol. II.]

V. P. AGARWAL, Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 18th January 1966

S.O. 322.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 22nd January, 1966 as the date on which the Measured Rate System will be introduced in Hassan Telephone Exchange.

[No. 5-4/66-PHB.]

S. RAMA IYER, Asstt. Dir. Genl. (PHB.).

संचार विभाग

(डाक-तार बोर्ड)

प्रधिसूचना

नई चिल्ही, 19 जनवरी, 1966

एस० ओ० 323.—स्थायी आदेश क्रमसंख्या 627 दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक हसन टेलीफोन केन्द्र में 22 जनवरी, 1966 से प्रमाणित दर प्रणाली आलू करने का नियम लागू करते हैं।

[5-4/66-पी०एच०बी०]

एस० रामा प्रय॑थर,
सहायक महानिदेशक (पी०एच०बी०)

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 1st January 1966

S.O. 324.—In exercise of the powers conferred on me by Sub-Section (2) of Section 34 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), I hereby delegate to Shri H. R. Nair, Joint Chief Settlement Commissioner, with effect from the date of his appointment in this capacity the following powers of the Chief Settlement Commissioner:—

1. Power under Section 23 of the said Act.
2. Power under Section 24 of the said Act.

[No. 5(1)AGZ/66.]

G. D. KSHETRAPAL,
Chief Settlement Commissioner.

(Office of the Chief Settlement Commissioner)

New Delhi, the 17th January 1966

S.O. 325.—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints for the Union Territory of Delhi, Shri D. S. Jain, Managing Officer in the office of Regional Settlement Commissioner, New Delhi as Managing Officer for the custody, management and disposal of compensation pool with effect from the date he took over charge of his office.

[No. 8/44/AGZ/64.]

New Delhi, the 18th January 1966

S.O. 326.—In exercise of the powers conferred by Sub-Section (i) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri N. P. Jaisinghani, Regional Settlement Commissioner, Bombay as Settlement Commissioner for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took charge of his post.

[No. 5(3)AGZ/66.]

S.O. 327.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints Shri N. P. Jaisinghani, Regional Settlement Commissioner, Bombay, as Custodian for the States of Maharashtra, Gujarat, Andhra Pradesh, Madras, Mysore and Kerala for the purpose of duties imposed on Custodian by or under the said Act with effect from the date he took over charge of his post.

[No. 5(3)AGZ/66.]

S.O. 328.—In exercise of the powers conferred by Section (I) of Section 3 of the Displaced Persons (Claims) Supplementary Act, 1954 (No. 12 of 1954), the Central Government hereby appoints Shri J. S. Bajaj as Settlement Commissioner for the purpose of performing the functions assigned to such Commissioner by or under the said Act with effect from 13th January 1966.

[No. 5/6/ARG/61.]

S.O. 329.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri J. S. Bajaj as Settlement Commissioner for the purpose of performing the functions assigned to such Commissioner by or under the said Act with effect from 13th January 1966.

[No. 5/6/ARG/61.]

A. G. VASWANI,
Settlement Commissioner(A)
& Ex-Officio Under Secy.

(Office of the Regional Settlement Commissioner)

ORDER

Jaipur, the 15th January 1966

S.O. 330.—In exercise of the powers vested in me under Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, I hereby delegate my powers of entertaining Appeals and granting stay orders, therein under Rule 105 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 read with section 22 of the Displaced Persons (Compensation and Rehabilitation Act) 1954, to Shri J. N. Vali, Settlement Officer, in respect of Madhya Pradesh Region. The disposal of Appeals will however continue to be made by me.

[No. RSCR/AO/Admn. 1(32)/66/1072.]

J. D. JAIN,
Regional Settlement Commissioner.

DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 17th January 1966

S.O. 331.—Whereas the Central Government was satisfied that

1. Manvi Brothers.
2. B. K. & K. F. Abbigeri Oil Mills & Co.
3. The Karnatak Oil Mills.
4. Yelmali Weaving Mills.
5. The Pioneer Rashtriya Stores Co.
6. Radragaswamy Malikopmath & Sons.
7. S. R. S. Delhi Ready Made Dress.
8. S.T. Depot.
9. Shivappanamath Bros.
10. The Bakle Silk Industries.
11. Karnatak Flour Mills.
12. V. K. Shattar & Sons.

were situated in Gadag area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Dharwar in the State of Mysore;

And, whereas by virtue of their location in a sparse area, the aforesaid factories were granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the Government of India, Ministry of Labour and Employment Notification S.O. 2665, dated 2nd November, 1961;

And, whereas the Central Government is satisfied that the insurable population of the Gadag area in the district of Dharwar in the State of Mysore has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby withdraws the exemption granted to the aforesaid factories and makes the following further amendment in the notification of the Government of India, Ministry of Labour and Employment S.O. No. 2665, dated 2nd November 1961, namely:—

In Schedule I to the said notification against serial No 9, the entries "Gadag" and

1. Manvi Brothers.
2. B. K. & K. F. Abbigeri Oil Mills & Co.
3. The Karnatak Oil Mills.
4. Yelmali Weaving Mills.
5. The Pioneer Rashtriya Stores Co.
6. Radragaswamy Malikopmath & Sons.
7. S. R. S. Delhi Ready Made Dress.
8. S.T. Depot.
9. Shivappanamath Bros.
10. The Bakle Silk Industries.
11. Karnatak Flour Mills.
12. V. K. Shattar & Sons."

occurring in columns 4 and 5 respectively shall be omitted.

[No. F. 6/52/65-HI.]

New Delhi, the 18th January 1966

S.O. 332.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts, the Central Dairy Nagpur Milk Scheme, Nagpur, having regard to its location in an implemented area, from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year upto and including the 1st January, 1967.

[No. F. 6/75/65-HI.]

S.O. 333.—Whereas the Central Government was satisfied that

1. M/s. Shree Onama Glass Works Ltd.
2. M/s Vasant Fine Art Litno Works
3. M/s Chawra Engg. Works
4. M/s Janata Saw Mills
5. M/s Krishna Rice & Oil Mills
6. M/s Bagga Saw Mills

were situated in Gondia area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Bhandara in the State of Maharashtra;

And, whereas by virtue of their location in a sparse area, the aforesaid factories were granted exemption from the payment of the employers' special contribution

under section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the notification of the Government of India, Ministry of Labour and Employment No. S.O. 2665, dated 2nd November, 1961;

And, whereas the Central Government is satisfied that the insurable population of the Gondia area in the district of Bhandara in the State of Maharashtra has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Labour and Employment No. S.O. 2665, dated the 2nd November, 1961;

Namely:—in the Schedule IV to the said notification against serial No. 5 the entries "Gondia" and

1. M/s Shree Onama Glass Works Ltd.
2. M/s Vasant Fine Art Litho Works
3. M/s Chawara Engg. Works
4. M/s Janata Saw Mills
5. M/s Krishna Rice & Oil Mills
6. M/s Bagga Saw Mills"

occurring in columns 4 and 5 respectively shall be omitted.

[No. F. 6/80/65-HI.]

New Delhi, the 19th January 1966

S.O. 334.—Whereas the State Government of Punjab has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri R. I. N. Ahooja, Secretary to the Government of Punjab, Labour and Employment Department to represent that State on the Employees' State Insurance Corporation in place of Shri Hardev Singh Chinna;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1879, dated the 11th June, 1962, namely:—

In the said notification, under the heading "[Nominated by the State Governments under clause (d) of section 4]", for the entry against item 18, the following entry shall be substituted, namely:—

"Shri R. I. N. Ahooja, Secretary to the Government of Punjab, Labour and Employment Department, Chandigarh".

[No. 3(3)/66-HI.]

S.O. 335.—Whereas the State Government of Mysore has, in pursuance of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Dr. C. Gopalaraj Chetty, Director of Health Services, Government of Mysore, Bangalore, to be a member of the Medical Benefit Council in place of Dr. H. G. Sattur;

Now, therefore, in pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2501, dated the 30th July, 1962, namely:—

In the said notification, under the heading "[Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10]", for the entry against item (12), the following entry shall be substituted, namely:—

"Dr. C. Gopalaraj Chetty, Director of Health Services Government of Mysore, Bangalore".

[No. 3(1)/66-HI.]

New Delhi, the 29th January 1966

S.O. 336.—In pursuance of paragraph 3 of the Coal Mines Provident Fund Scheme published with the notification of the Government of India in the late Ministry of Labour No. PF.15(5)/48, dated the 11th December, 1948, the Central Government hereby nominates Sarvashri Ishwari Prasad, Commissioner of Labour, Bihar, and P. N. Nayyar, Deputy General Manager (Administration), National Coal Development Corporation Limited, as Trustees of the Board of Trustees constituted by the Central Government under the said Scheme and makes the following further amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2370 dated the 23rd September, 1961, namely:—

In the said notification,—

- (a) in item 5, for the entry "Shri F. Ahmad", the entry "Shri Ishwari Prasad", shall be substituted;
- (b) in item 13, for the entry "Shri J. G. Kumaramangalam, Deputy General Manager, National Coal Development Corporation, Ltd., Darbhanga House, Ranchi", the entry "Shri P. P. Nayyar, Deputy General Manager (Administration), National Coal Development Corporation Ltd., Darbhanga House, Ranchi", shall be substituted.

[No. 4(50)/62-PF-I.]

DALJIT SINGH, Under Secy.

MINISTRY OF STEEL AND MINES

(Department of Mines and Metals)

New Delhi, the 19th January 1966

S.O. 337.—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel No. S.O. 314 dated the 21st January, 1963 under sub-Section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to Prospect for coal in 6525·00 acres (approximately) of lands in the locality specified in the Schedule appended to that notification.

And whereas by the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) No. S.O. 191 dated the 6th January, 1965 under Sub-Section (1) of section 7 of the said Act, the Central Government gave notice specifying a further period of one year commencing from the 21st January, 1965, as the period within which the Central Government may give notice of its intention to acquire the whole or any part of the lands or of any rights in or over such lands described in that notification;

And whereas the Central Government is satisfied that coal is obtainable in 5575·00 acres (approximately) or 2257·88 hectares (approximately) of lands out of the said lands.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 5575·00 acres (approximately) or 2257·88 Hectares (approximately) described in the Schedule B appended hereto.

NOTE 1.—The plans of the area covered by this notification may be inspected in the office of the Collector, Burdwan (West Bengal), or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi (Bihar).

NOTE 2.—Attention is hereby invited to the provision in section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, which provides as follows:

8(1) "Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land."

Explanation: It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

- (2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, submit the case for the decision of the Central Government together with the record of the proceedings held by him and a report containing his recommendations on the objections.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in over such land were acquired under this Act".

It may be noted that the Coal Controller, 1, Council House Street, Calcutta-1, has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE
RANIGUNJ BLOCK-XI
Raniganj Coalfield

Drg. No. Rev/57/65
Dated 29-12-65

(Showing lands where rights to mine, quarry,
bore, dig, and search for win, work and
carry away minerals are to be acquired)

'MINING RIGHTS'

Serial Number	Village	Thana number	Police station	District	Area	Remarks
1	Ukhra	18	Ondal	Burdwan		Part
2	Balijuri	16	Faridpur	"		"
3	Sirsra	17	"	"		"
4	Nabaghanapur	19	"	"		"
5	Tilebani	20	"	"		Full
6	Laudoha	21	"	"		"
7	Chaklaudoha	22	"	"		"
8	Jamgara	23	"	"		"
9	Madhaiganj	24	"	"		Part
10	Bansia	31	"	"		"
11	Shyampur	32	"	"		"
12	Jhanjra	33	"	"		"
13	Bhadrapur	34	"	"		"
14	Sarpil	35	"	"		"
15	Kendua	36	"	"		"
16	Ichhapur	50	"	"		"
17	Amloka	51	"	"		"
18	Bangari	52	"	"		"

TOTAL AREA :— 5575.00 Acres (approximately)
OR : 2257.88 Hectares (Approximately)

Plot numbers to be acquired in village Ukhra

1944(P), 1945(P), 1946(P), 1947(P), 1949(P), 1952(P), 1954(P), 1955(P), 1956(P), 1957(P), 1958, 1959, 1960(P), 1961 to 1965, 1966(P), 1967(P), 1968 to 1984, 1985(P), 1986(P), 1987, 1988(P), 1989(P), 1990(P), 1994(P), 2051(P), 2052(P), 2053(P), 2054(P), 2055(P), 2057(P), 2058(P), 2059 to 2108, 2109(P), 2110 to 2113, 2114(P), 2116(P), 2122(P), 2123(P), 2124(P), 2125 to 2159, 2160(P), 2161(P), 2163(P), 2168(P), 2351(P), 2367(P), 2375(P), 2376, 2377, 2378, 2379, 2380(P), 2381(P), 2387(P), 2388(P), 2389 to 2391, 2392(P), 2393 to 2413, 2414(P), 2415(P), 2416 to 2425, 2426(P), 2428(P), 2429, 2430(P), 2431(P), 2432, 2433(P), 3053(P), 3084(P), 3103, (P) 3104 to 3112, 3113(P), 3114(P), 3115(P), 3116(P), 3117 to 3121, 3122(P), 3123, 3124(P), 3125(P), 3126, 3127(P), 3128(P), 3130(P), 3158(P), 3159(P), 3160(P), 3161(P), 3162(P), 3163, 3164(P), 3181(P), 3182(P), 3183(P), 3184(P), 3185, 3186, 3187, 3188(P), 3189(P), 3279(P), 3280, 3281, 3282(P), 3283(P), 3284, 3285, 3286(P), 3287(P), 3288 to 3340, 3341(P), 3342(P), 3343, 3344(P), 3348(P), 3349(P), 3350 to 3364, 3365(P), 3367(P), 3368(P), 3369 to 3384, 3385(P), 3386 to 3422, 3424 to 3475, 3477 to 3542, 3544 to 3576, 3577(P), 3578(P), 3579, 3580, 3581, 3582(P), 3584(P), 3585(P), 3586(P), 3589(P), 3590 to 3602, 3603(P), 3604, 3605(P), 3606, 3607(P), 3608(P), 3668(P), 3669(P), 3670(P), 3671 to 3686, 3689 to 3691, 3692(P), 3693, 3694, 3695, 3696(P), 3699(P), 3700, 3701(P), 3702(P), 3703(P), 3708(P), 3765, 3766, 3767, 3769(P), 3777, 3778, 3800(P) and 3806.

Plot numbers to be acquired in village Balijuri—

1613(P), 1614(P), 1615(P), 1616, 1617, 1618, 1619(P), 1620(P), 1644(P), 1645(P), 1646 to 1663, 1664(P), 1665(P), 1666 to 1684, 1685(P), 1686(P), 1687 to 1693, 1694(P), 1695(P), 1696, 1697(P), 1698(P), 1699(P), 1710(P), 1742(P), 1780(P), 1781(P), 1799(P), 1800(P), 1801(P), 1802, 1803, 1804(P), 1805, 1806, 1807(P); 1808 to 1854, 1855(P), 1856 to 1860, 1862(P), 1863, 1864(P), 1907(P), 1920(P), 1928(P), 1929(P), 1930(P), 1931, 1932, 1933(P), 1934 to 1972, (P), 1973(P), 1974(P), 1975(P), 1976(P), 1977(P), 1978, 1979, 1980(P), 1981 to 1999, 2000(P), 2001, 2002(P), 2003, 2009(P), 2011(P), 2012, 2013(P), 2014 to 2047, 2048(P), 2049(P), 2450 to 2055, 2074, 2075, 2107, 2108, 2109 and 2110.

Plot numbers to be acquired in village Sirsha—

431(P), 608(P), 609(P), 2079(P), 2080(P), 2081(P), 2082(P), 2083(P), 2084(P), 2086(P), 2089(P), 2090, 2091(P), 2092 to 2095, 2096(P), 2097 to 2107, 2108(P), 2109 to 2119, 2120(P), 2121(P), 2137(P), 2139(P), 2140, 2141(P), 2143(P), 2144(P), 2145(P), 2146(P), 2149(P), 2150 (P), 2151(P), 2152 to 2171, 2172(P), 2173, 2174, 2175(P), 2176(P), 2182(P), 2186(P), 2195(P), 2196, 2197, 2198(P), 2199(P), 2200 to 2207, 2208(P), 2209(P), 2210 to 2292, 2294 to 2335, 2347(P), 2388, 2389, 2391, 2393, 2395, 2396 and 2397(P).

Plot numbers to be acquired in village Nabaghanapur—

1(P), 171(P), 172(P), 173 to 186, 187(P), 189(P), 202(P), 203 to 230, 231(P), 232 to 244, 245(P), 246(P), 247(P), 249(P), 250(P), 251(P), 268(P), 269(P), 271(P), 272(P), 273(P), 275(P), 278(P), 300(P), 304(P), 305 to 313, 314(P), 315(P), 316(P), 317(P), 318(P), 319(P), 320 to 452, 453(P), 455, 456(P), 457(P), 458, 459, 460, 461(P), 462, 463, 464(P), 465(P), 468(P), 469, 470, 471(P), 472, 473(P), 508(P), 509(P), 510 to 517, 518(P), 519, 520(P), 521(P), 539(P), 600(P), 601, 602, 603(P), 604(P), 605(P), 606(P), 607(P), 608(P), 612(P), 615(P), 616 to 682, 683(P), 684, 685(P), 686, 687, 688, 689, 690(P), 695(P), 696(P), 697(P), 699(P), 700 to 751, 752(P), 753(P), 754(P), 766(P), 767(P), 768(P), 769 to 774, 775(P), 776 to 788, 789(P), 795(P), 796, 797(P), 798(P), 799(P), 803(P), 804(P), 805(P), 806 to 818, 819(P), 820 to 871, 873 to 988, 990 to 1014, 1016, 1017, 1019 to 1044, 1045(P), 1047(P), 1048(P), 1049, 1050, 1051(P), 1052(P), 1053 to 1076, 1078 to 1117, 1119 to 1305, 1307 to 1330, 1332 to 1487, 1489(P), 1490(P), 1491 (P), 1492(P), 1493(P), 1499, 1500, 1501, 1502, 1503(P), 1504, 1505, 1506, 1508, and 1509(P).

Plot numbers to be acquired in village Tilabani--

1 to 75, 77 to 339, 348 to 472, 474 to 762.

Plot numbers to be acquired in village Laudoha—

1 to 126, 128, 130 to 294, 296 to 493, 495 to 839, 841 to 846.

Plot numbers to be acquired in village Chaklaudoha—

1, 2, 4 to 20, 22 to 31, 33 to 42, 45 to 60, 62, 64 to 70, 72 to 98, 100 to 143, 146 to 152.

Plot numbers to be acquired in village Jamgara—

1(P), 2, 3, 4, 410(P), 425(P), 426, 427, 428, 429(P), 431(P), 432(P), 433(P), 434 to 439, 440(P), 441(P), 442(P), 443 to 461, 462(P), 463 to 479, 480(P), 481(P), 483(P), 510(P), 532(P), 533(P), 534, 535, 536, 537(P), 540(P), 541, 542, 543, 544(P), 545 to 571, 572(P), 573(P), 574 to 578, 579(P), 580(P), 581(P), 582(P), 585(P), 586(P), 587 to 637, 638(P), 639(P), 640, 641, 642, 643(P), 644(P), 645(P), 649(P), 651(P), 652(P), 653, 654, 655(P), 656(P), 659(P), 660(P), 834(P), 837(P), 838(P), 839(P), 1248, 1249, 1274(P) and 3342.

Plot numbers to be acquired in village Madhaiganj—

3(P), 4, 5(P), 6 to 11, 12(P), 13(P), 14(P), 15(P), 16(P), 17(P), 18(P), 86(P), 89(P), 93(P), 94, 95, 96(P), 97(P), 98(P), 99(P), 100(P), 101, 102(P), 103 to 152, 153(P), 154(P), 160(P), 161(P), 162(P), 163 to 166, 167(P), 168, 169, 170(P), 171, 172(P), 174(P), 966 and 977(P).

Plot numbers to be acquired in village Bansia—

1 to 138, 139(P), 140, 141, 142, 143(P), 144, 145(P), 146(P), 147 to 156, 157(P), 158(P), 162(P), 163(P), 164(P), 165 to 200, 201(P), 203(P), 204 to 211, 212(P), 213, 214, 215(P), 216 to 221, 222(P), 223(P), 230(P), 232(P), 467(P), 468(P), 469(P), 470(P), 471, 472(P), 473(P), 474(P), 478(P), 479(P), 480, 481, 482, 483(P), 484 to 505, 506(P), 507, 508(P), 509 to 513, 514(P), 515(P), 543(P), 544(P), 548(P), 550(P), 551(P), 552(P), 553 to 557, 558(P), 781(P), 1796(P), 2041, 2042(P), 2046, 2047, 2048 and 2049.

Plot numbers to be acquired in village Shyampur—

1, 2, 3, 4(P), 5, 6(P), 7(P), 8(P), 9(P) and 232.

Plot numbers to be acquired in village Jhanjra—

1(P), 3(P), 4(P), 5, 6(P), 7 to 17, 18(P), 20(P), 22(P), 24(P), 25 to 41, 42(P), 43 to 83, 84(P), 85, 86, 87, 88(P), 89, 90, 91(P), 92(P), 93(P), 96(P), 98(P), 99 to 110, 111(P), 112, 113, 114, 115, 116(P), 117(P), 118 to 130, 132 to 157, 159 to 214, 215(P), 216 to 242, 243(P), 244 to 354, 356 to 523, 525 to 887, 890, 892, 893, 894, 898 to 1208, 1210 to 1384, 1386 to 1988, 1999, 2000 to 2236, 2237(P), 2238(P), 2239(P), 2240 to 2250, 2251(P), 2252, 2253, 2254(P), 2255(P), 2256(P), 2257, 2258(P), 2259, 2260, 2261, 2262(P), 2263 to 2282, 2283(P), 2284(P), 2286(P), 2322(P), 2323(P), 2324(P), 2325(P), 2327(P), 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, and 2385.

Plot numbers to be acquired in village Bhadrapur—

1, 2(P), 3, 4(P), 9(P), 10(P), 11(P), 12 to 21, 22(P), 23(P), 24(P), 52(P), 53(P), 54, 55(P), 56(P), 92(P), 93(P), 94, 95, 96, 97(P), 99(P), 102(P), 103, 104, 123(P), 124, 125, 126, 127(P), 128, 129(P), 130 to 148, 150, 152 to 241, 242(P), 243 to 246, 247(P), 248(P), 249(P), 250, 251(P), 252, 253(P), 261(P), 263(P), 264, 265, 266(P), 316(P), 422(P), 423(P), 424(P), 426, 427, 430, 435(P), 436 and 441(P).

Plot numbers to be acquired in village Sarpi—

36(P), 71(P), 99(P), 100(P), 101(P), 102 to 111, 112(P), 114(P), 115, 116(P), 117, 118, 119(P), 120(P), 129(P), 130(P), 132(P), 134(P), 135, 136, 137, 138(P), 139(P), 142(P), 143(P), 144, 145, 146(P), 147(P), 148(P), 149(P), 150 to 270, 271(P), 274(P), 298(P), 309(P), 310(P), 311(P), 312(P), 316(P), 317(P), 319(P), 320(P), 321 to 331, 332(P), 333 to 364, 365(P), 366 to 430, 431(P), 432(P), 433(P), 445(P), 446(P), 447(P), 448, 449, 450, 451, 452, 453(P), 454(P), 455(P), 558(P), 559, 560(P), 572(P), 574(P), 575(P), 576, 577(P), 578 to 586, 587(P), 588(P), 589(P), 808(P), 809 to 820, 821(P), 822 to 831, 832(P), 833 to 853, 854(P), 855(P), 856(P), 859(P), 860, 861(P), 1137(P), 1140(P), 1530(P), 1531(P), 1532, 1533(P), 1534(P), 1535(P), 1536, 1537, 1538, 1539(P), 1540(P), 1541 to 1548, 1549(P), 1550, 1551(P), 1556(P), 1557, 1558(P), 1562(P), 1566(P), 1567 to 1575, 1576(P), 1577 to 1627, 1628(P), 1629, 1630(P), 1631(P), 1633(P), 1637(P), 1643(P), 1646(P), 1748(P), 1749(P), 1750(P), 1751, 1752(P), 1753(P), 1754(P), 1755 to 1783, 1784(P), 1785(P), 1786, 1787, 1788(P), 1789(P), 1790, to 1824, 1825(P), 1826(P), 1827(P), 1828(P), 1829 to 1845, 1846(P), 1847, 1848(P), 1849(P), 1855(P), 1857(P), 1858(P), 1859(P), 1860(P), 1861 to 1884, 1886 to 1907, 1909 to 1919, 1921 to 1970, 1972 to 1976, 1978 to 2119, 2121 to 2408, 2410 to 2829, 2831 to 3003, 3005 to 3080, 3081(P), 3089, 3092, 3093, 3100, 3101, 3102, 3104, 3105, 3106, 3108, 3109, 3110, 3113, 3114, 3115, 3116, 3117, 3120(P), and 3123(P).

Plot numbers to be acquired in village Kendua—

1 to 91, 92(P), 93(P), 139(P), 160(P), 161 to 175, 176(P), 177(P), 179(P), 180(P), 183(P), 184(P), 185 to 301, 302(P), 303(P), 304(P), 322(P), 323(P), 324 to 590, 591(P), 592(P), 599(P), 600(P), 601(P), 602(P), 603(P), 604 to 610, 611(P), 614(P), 615 to 731, 733(P), 734, 739, 740, 741(P), 742, 744, 745(P), 746, 747, 748, 749 and 750.

Plot numbers to be acquired in village Ichhapur—

1(P), 2(P), 3(P), 7(P), 8(P), 22(P), 23(P), 24, 25, 26, 27, 28(P), 29 to 70, 71(P), 72(P), 73(P), 74(P), 75(P), 76, 77(P), 78, 79, 80(P), 81 to 207, 208(P), 209 to 288, 289(P), 290, 291, 292(P), 293(P), 307(P), 308(P), 309(P), 310(P), 317(P), 318(P), 319(P), 321(P), 322 to 349, 350(P), 351(P), 352(P), 357(P), 361(P), 362(P), 363 to 480, 481(P), 482 to 489, 490(P), 491(P), 492, 493, 494(P), 495, 496(P), 497(P), 522(P), 523(P), 524, 525, 526, 527(P), 528(P), 529(P), 535(P), 536(P) and 2172.

Plot numbers to be acquired in village Amloka—

176(P), 182(P), 183(P), 184, 185(P), 196(P), 197(P), 198 to 244, 245(P), 246(P), 247, 248, 249(P), 250, 251(P), 252(P), 260(P), 328(P), 330(P), 345(P), 348(P), 349, 350(P), 351 to 358, 359(P), 360(P), 361 to 683, 684(P), 685 to 1166, 1167(P), 1168 to 1175, 1176(P), 1177(P), 1178, 1179, 1180, 1181(P), 1191(P), 1192(P), 1193, 1194, 1195(P), 1196(P), 1198, 1199, 1200, 1205(P), 1206, 1207, 1208, 1209, 1210, 1212, 1214 and 1216.

Plot numbers to be acquired in village Bangari—

127(P), 293(P), 294(P), 295(P), 296(P), 297, 298(P), 299, 300, 301, 302(P), 303, 304, 305, 306, 307(P), 308(P), 309(P), 313(P), 314(P), 315(P), 317(P), 318(P), 319, 320 to 360, 361(P), 362 to 397, 398(P), 399(P), 401(P), 402(P), 403(P), 404 to 585, 586(P), 587 to 598, 599(P), 600(P), 601(P), 303(P), 604(P), 632(P), 633(P), 635(P), 636 to 661, 662(P), 663, 664(P), 665, 666, 667(P), 669(P), 672(P), 673(P), 680(P), 681(P), 682(P), 706(P), 707 to 720, 721(P), 722(P), 765(P), 766, 767, 7668, 769, 770(P), 893(P), 1147, 1148, 1149, 1150 and 1158.

BOUNDARY DESCRIPTION :

A-B-C-D lines pass through plot numbers 3053, 3084, 3103, 3122, 3124, 3125, 3128, 3127, 3130, 2415, 2414, 3158, 3159, 3160, 3161, 3162, 3164, 3182, 3181, 3183, 3184, 3188, 3189, 3368, 3367, 3365, 3348, 3349, 3344, 3342, 3341, 3279, 3282, 3283, 3286, 3287, 3385 in village Ukhra, through plot numbers 1205, 196, 197, 185, 182, 183, 176, 245, 246, 245, 260, 249, 251, 252, 251, 252, 360, 359, 345, 348, 330, 350, 1167, 328, 1181, 1177, 1176, 1192, 1191, 1192, 1195, 1196 and 1192 in village Amloka and meet at point 'D'.

D-E-line passes through plot numbers 127, 294, 293, 295, 296, 298, 302, 307, 309, 308, 314, 313, 315, 317, 318, 398, 399, 401, 402, 361, 403, 893, 667, 669, 664, 672, 673, 680, 682, 662, 632, 635, 633, 599, 600, 601, 603, 604, 586, 706, 770, 765, 721, 722, in village Bangari, through plot numbers 496, 497, 494, 491, 490, 487, 523, 522, 528, 529, 527, 535, 536, 362, 361, 362, 357, 352, 350, 351, 321, 319, 317, 318, 208, 310, 309, 308, 307, 208, 292, 289, and 293 in village Ichhapur : and meets at point 'E'.

E-F line passes along the common boundary of villages Kendua and Chapabandi, Sarpi and Chapabandi and meets at point 'F'.

F-G-H lines pass along the common boundary of villages Sarpi and Bansgara and through plot numbers 55, 441, 55, 441, 55, 422, 56, 53, 52, 2, 4, in village Bhadrapur and meet at point 'H'.

H-I-J-K-L-M lines pass along the part common boundary of villages Jhanjra and Bhadrapur and through plot numbers 9, 10, 11, 24, 23, 22, 92, 93, 97, 99, 424, 423, 102, 435, 123, 127, 129, 266, 261, 263, 253, 251, 249, 248, 247, 242, 316 in village Bhadrapur, through plot numbers 2283, 2284, 2262, 2286, 2258, 2286, 2256, 2255, 2254, 2251, 2239, 2238, 2237, 2322, 2323, 2327, 2324 and 2325 in village Jhanjra, through plot numbers 4, 6, 7, 8, and 9 in village Shyampur, through plot numbers 2042, 201, 203, 212, 232, 215, 232, 230, 222, 223, 164, 163, 162, 158, 157, 146, 145, 143, 468, 469, 467, 470, 472, 473, 474, 483, 479, 478, 558, 552, 551, 550, 548, 506, 508, 544, 543, 515, 514, 139, 781 and 1796 in village Bansia, through plot numbers 1274, 645, 649, 652, 651, 655, 660, 659, 656, 644, 643, 639, 638, 585, 586, 572, 585, 573, 579, 582, 580, 581, 580 532, 533, 510, 537, 544, 540, 481, 483, 837, 838, 839, 834, 481, 462 and 442 in village Jamgara and meet at point 'M'.

M-N line passes through plot numbers 442, 441, 410, 440, 431, 432, 433, 429, 425, 480, and 1, in village Jamgara, through plot numbers 977, 172, 170, 172, 167, 174, 162, 161, 160, 154, 153, 93, 96, 97, 98, 90, 89, 100, 102, 86, 12, 13, 14, 15, 16, 17, and 18 in village Madhai-ganj and meets at point 'N'.

N-O Line passes through plot numbers 18, 5 and 3 in village Madhaiganj, through plot numbers 2049, 2048, 1665, 1664, 1614, 1613, 1615, 1620, 1619, 1620, 1644, 1645, 1710, 1694, 1695, 1697, 1698, 1699, 1686, 1685, 1742, 1799, 1804, 1800, 1801, 1781, 1780, 1807, 1864, 1863, 1862, 1855, 1907, 2009, 2011, 2013, 2000, 1920, 2002, 1980, 1977, 1975, 1974, 1933, 1973, 1928, 1929 and 1930, in village Baljhuri, through plot numbers 2089, 2091, 2086, 2084, 2083, 2082, 2081, 2080, 2079, 2096, 609, 608, 2108, 2120, 2121, 2150, 2149, 2151, 2146, 2145, 2144, 2143, 2141, 2137, 2139, 2172, 2176, 2182, 2175, 2186, 2209, 2208, 2195, 2198, 2199, 2397, 431 and 2347 in village Sirsha, through plot numbers 1048, 1047, 1051, 1047, 1052, 1045, 300, 304, 314, 315, 316, 317, 278, 318, 319, 275, 273, 272, 271, 269, 268, 251, 250, 249, 246, 247, 246, 245, 231, 189, 202, 187, 171, 172 and 1 in village Nabaghanapur and meets at point 'O'.

O-P line passes along part Central line of Nala which is also the part common boundary of villages, Nabaghanapur and Konardhi and meets at point 'P'.

P-Q-R-S-T-U-V lines pass through plot numbers 1, 461, 465, 464, 468, 1503, 468, 473, 471, 457, 456, 453, 1509, 509, 508, 520, 521, 518, 612, 615, 608, 607, 606, 605, 604, 603, 600, 683, 685, 690, 695, 696, 699, 697, 754, 753, 752, 766, 767, 768, 775, 789, 795, 797, 798, 799, 559, 819, 805, 804, 803, 1489, 1490, 1491, 1492 and 1493 in village Nabaghanapur, through plot numbers 1, 243, 6, 4, 3, 20, 18, 24, 22, 42, 1, 84, 88, 91, 92, 93, 215, 117, 116, 111, 98 and 96, in village Jhanjra, through plot numbers 100, 101, 99, 112, 114, 116, 120, 119, 120, 134, 132, 130, 129, 138, 139, 143, 142, 146, 147, 149, 148, 71, 149, 271, 274, 298, 316, 317, 319, 320, 332, 312, 311, 310, 309, 36, 365, 3081, 431, 432 and 433 in village Sarpi and meet at point 'V'.

V-W-X lines pass through plot numbers 433, 3123, 446, 445, 447, 455, 454, 453, 558, 560, 575, 574, 577, 572, 589, 588, 587, 808, 821, 861, 859, 832, 854, 855, 856, 1137, 1140, 1785, 1788, 1789, 1825, 1826, 1827, 1828, 1848, 1849, 1846, 1855, 1860, 1859, 1858, 1867, 1785, 1784, 1754, 1753, 1752, 1750, 1748 and 1749 in village Sarpi, through plot numbers 741, 93, 92, 139, 160, 177, 176, 179, 180, 184, 183, 745, 743, 303, 304, 302, 322, 323, 591, 592, 614, 611, 599, 600, 601, 602, 603 and 733, in village Kendua, through plot numbers 3120, 1637, 1631, 1630, 1628, 1633, 1643, 1566, 1576, 1562, 1558, 1556, 1549, 1551, 1540, 1539, 1535, 1534, 1533, 1531 and 1646 in village Sarpi, along part northern boundary of plot number 1530 and

through plot number 1530 in village Sarpi along part northern boundary of plot number 73 and through plot numbers, 73, 80, 77, 74, 72, 75, 72, 71, 22, 23, 22, 8, 7, 3, 2, 1, and 28 in village Ichhapur, through plot number 684 in village Amloka and meet at point 'X'.

X-Y-Z-A lines pass through plot numbers, 3701, 3702, 3703, 3699, 3692, 3696, 3708, 3669, 3669, 3669, 3670, 3769, 3577, 3578, 3582, 3584, 3585, 3586, 3589, 3607, 3608, 3605, 3603, 2051, 2052, 2053, 2054, 2055, 2057, 2058, 1988, 1989, 1986, 1990, 1985, 1994, 1960, 1944, 1945, 1946, 1947, 1949, 1947, 1952, 1957, 1956, 1955, 1954, 1966, 1967, 1966, 2161, 2160, 2163, 2168, 2124, 2122, 2123, 2122, 2114, 3800, 2116, 2109, 2351, 2387, 2388, 2380, 2381, 2375, 2392, 2367, 2433, 2431, 2430, 2428, 2426, 3116, 3115, 3114, 3113 and 2053 in village Ukhra and meet at point 'A'.

[No. C2-24(1)/62.]

S.O. 338.—In exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and of all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals), No. S.O. 2011 dated the 1st June, 1964.

[No. C2-24(1)/64.]

CORIGENDUM

New Delhi, the 19th January 1966

S.O. 339.—In the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) No. S.O. 3863, dated the 1st December, 1965, published in part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 18th December, 1965 at pages 4015—4017,

[No. C2-22(21)/63.]

At page 4017, under the heading 'Boundary Description'—B-C-D,

In line 4 for "S.O. 978" read "S.O. 2978".

[No. C2-22(21)/163.]

ERRATUM

New Delhi, the 18th January 1966

S.O. 340.—In the notification of the Government of India, in the Ministry of Steel and Mines (Department of Mines & Metals) No. S.O. 3617 dated the 16th November, 1965 published at pages 1109-1110 in Part II, Section 3, Sub-section (ii) of the Gazette of India Extraordinary dated the 20th November, 1965.
on page 1110,

- (1) In the Table, against serial No. 9, in line 15, for 'Risdui' read 'Risdi';
- (2) Under the heading 'Boundary Description', against E-F, in line 38, for "meets at point 'P'" read "meets at point 'F'".

[No. C2-22(18)/63.]

RAM SAHAY, Under Secy.

(Department of Mines and Metals)

New Delhi, the 20th January 1966

S.O. 341.—In exercise of the powers conferred by sub-section (4) of section 17 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957), the Central Government, after consultation with the State Government of Madhya Pradesh, hereby makes the following amendments in the notification of the Government of India in the late Ministry of Mines and Fuel No. S.O. 1923, dated the 11th June, 1962 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 23rd June, 1962, namely:—

In the said notification, under the Table in the Schedule, against item 5, for the entry "Ponia" under the heading "Name of Village", the following entry shall be substituted, namely:—

"Ponia excepting an area of 26 acres falling in Kh. No. 731/1,731/2 and 731/3".

[No. MII-187(3)/62.]

H. S. SAHNI, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 19th January 1966

S.O. 342.—Whereas the Municipal Corporation of Hyderabad has in pursuance of clause (e) of sub-section (1) of section 5 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), elected Shri Budu Veera Swamy, Municipal Councillor, Municipal Corporation of Hyderabad as its representative on the Animal Welfare Board with effect from the 30th October, 1965;

Now, therefore, in pursuance of sub-section (1) of section 4 read with section 5 of the said Act, the Central Government hereby makes the following further amendments to the notification of the Government of India in the Ministry of Food & Agriculture (Department of Agriculture) No. S.O. 921, dated the 20th March, 1962, namely:—

In the said notification,—

(a) in item 9, for the entry in the first column, the following entry shall be substituted, namely:—

“Shri Budu Veera Swamy, Councillor, Municipal Corporation of Hyderabad, Hyderabad”;

(b) in the entry in the second column relating to items 6 to 9 for the word “Agra”, the word “Hyderabad” shall be substituted.

[No. 19-3/65-LD.1
K. C. SARKAR, Under Secy.]

(Department of Agriculture)

New Delhi, the 20th January 1966

S.O. 343.—The following draft of Walnuts Grading and Marking Rules, 1966, in supersession of the In-shell and Shelled Walnuts Grading and Marking Rules, 1963 which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published as required by the said section, for the information of all persons likely to be affected hereby and notice is hereby given that the draft will be taken into consideration on or after the 25th of February, 1966.

Any objection or suggestion which may be received from any person with respect to the said draft before the aforesaid date will be considered by the Central Government.

WALNUTS GRADING AND MARKING RULES, 1966

1. Short title and application.—(1) These rules may be called the Walnuts Grading and Marking Rules, 1966.

(2) They shall apply to in-shell and shelled walnuts produced in India.

2. Definition.—In these rules “Schedule” means a Schedule appended to these rules.

3. Grade designation.—The Grade designations to indicate the quality of in-shell and shelled walnuts shall be as set out in Schedules II and III respectively.

4. Definition of quality.—The quality indicated by the grade designation shall be as set out against each grade designation in Schedules II and III.

5. Grade designation mark.—The grade designation mark shall consist of a label bearing a design (consisting of an outline map of India with the word ‘AGMARK’ and the figure of the rising sun with the words ‘Produce of India and भारतीय उत्पाद’ resembling that set out in Schedule I).

6. Method of Marking.—(1) The grade designation mark shall be securely affixed to each container in the manner approved by the Agricultural Marketing Adviser to the Government of India. In addition to the grade designation mark,

each container shall be marked with such particulars and in such manner as may be specified by the said Officer from time to time. The following particulars, in addition to grade designation, shall be clearly marked on the label, namely:—

- (i) Serial number;
- (ii) Type (in-shell or shelled walnuts);
- (iii) Year of harvest; and
- (iv) Date of packing.

(2) An authorised packer may mark his private trade mark, approved by the Agricultural Marketing Adviser to the Government of India, on a container in a manner approved by the said officer, provided that the private trade mark does not represent a quality or grade different from that indicated by the grade designation mark affixed on the container in accordance with these rules.

7. Method of packing.—(a) In-shell walnuts.—(i) In-shell walnuts shall be filled in sound, clean gunny bags neatly stitched, stencilled and sealed in such manner as may be prescribed by the Agricultural Marketing Adviser to the Government of India.

(ii) **Gross weight.**—shall be marked on each bag (except in the case of consignments to be shipped to the United Kingdom).

(iii) The standard packages shall be of 50 kg.; 25 kg.; 12½ kg.; or 10 kg. gross weight:

(b) **Shelled walnuts.**—(i) Sound, seaworthy, seasoned wooden boxes or tins shall be used. For introducing other types of packing cases prior approval of the Agricultural Marketing Adviser or of such officer(s) as may be authorised by him in this behalf shall be necessary.

(ii) The standard packages shall be of 25 kg., or 12½ kg. net weight.

(iii) Proper lining material (at least double lining, the first lining of brown or kraft paper and the second lining of a stout white grease-proof, waxed or white parchment paper) shall be used.

(iv) Net weight for kernels shall be stencilled on the container (this may not apply in case of consignments to be shipped to the United Kingdom).

With the permission of the Agricultural Marketing Adviser to the Government of India or any other officer or officers authorised by him in this behalf, the packings can be suitably modified to meet the buyer's requirements.

8. Fumigation.—(1) Fumigation of new crop (from the 1st October to last day of February each year) in case of in-shell walnuts is not compulsory. From 1st of March to 30th September each year, fumigation of all consignments of in-shell walnuts shall be compulsory.

(i) Fumigation of all shelled walnuts is compulsory.

(ii) Export consignments shall be fumigated not earlier than 15 days before shipment.

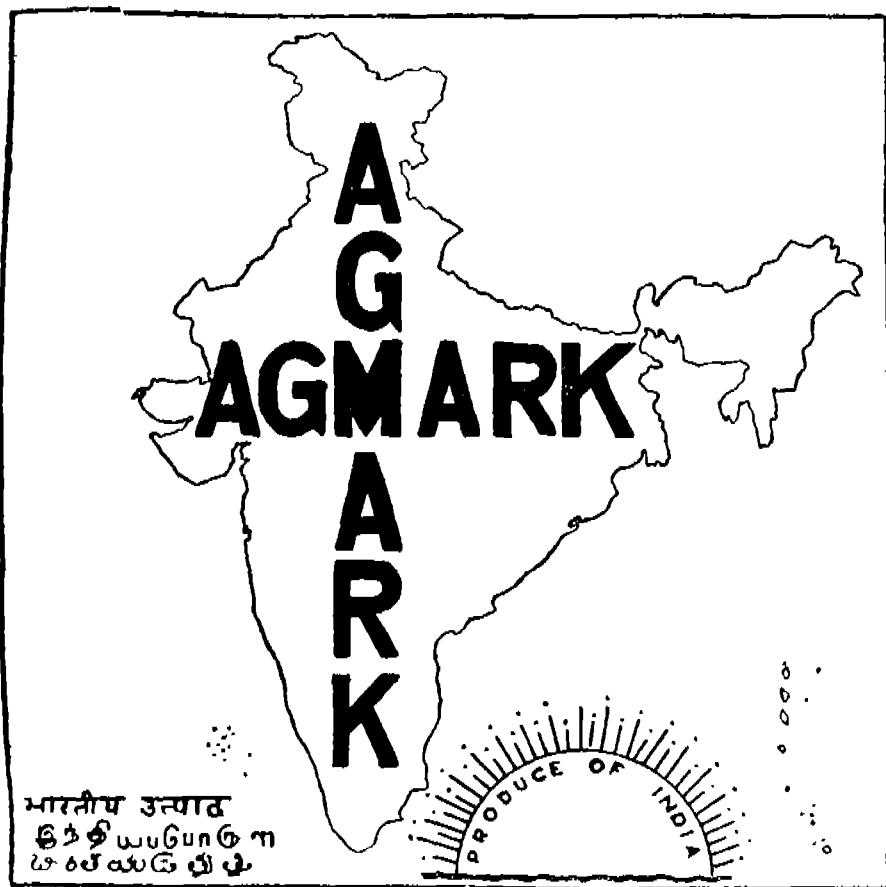
(iv) Certificate from fumigation houses, recognised by the Agricultural Marketing Adviser to the Government of India, showing the date of fumigation of a particular consignment of graded in-shell or shelled walnuts (mentioning the Agmark label or lot numbers or both) along with the certified copy of the document showing the shipment date shall have to be furnished by the exporter or his agent in respect of each lot to the authority who issued the relevant certificate of grading, within 15 days from the date of shipment as a proof that the exported lot was fumigated by a recognised fumigator within the prescribed period.

(v) Re-examination of Agmark Graded lots.—In case an Agmark graded consignment could not be shipped within 45 days from the date of grading, the consignment or lot can be exported only after it has been re-inspected by the officer or officers authorised by the Agricultural Marketing Adviser to the Government of India and the certificate of grading revalidated. The revalidated certificate of grading also shall remain effective for 45 days only, after which it shall again be revalidated.

SCHEDULE I

(See rule 5)

Design for the Grade designation mark.



NOTE.—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

SCHEDULE II

(See rules 3 and 4)

*Grade designations and definition of quality of In-shell Walnuts (*Juglans regia*) produced in India*

Grade designation	Size minimum	Essential Conditions	Tolerance limit
1	2	3	4
India Super Special . . .	32 mm.	<ul style="list-style-type: none"> (i) The walnuts shall be of the current year crop only. (ii) They shall be free from live pests, grubs, eggs etc. (iii) They shall be well developed, well washed or bleached, shall present a clean and attractive appearance and shall have bright shells. The nuts shall be reasonably dry so that the loss in weight shall not exceed 1 per cent on arrival at destination. (iv) They shall give over 90 per cent good cracking and yield edible kernels of agreeable taste and aroma. (v) <i>Invisible or internal defects</i> : The lot shall be fairly free from nuts having invisible defects like kernel darkening, oil-seepage or bleeding, mould or fungus attack, rancidity, shrivelling and insect-pest infestation and powdering (meal formation). The lot shall not contain stony (hard or <i>Katha</i>) or empty nuts. (vi) <i>Visible or superficial defects</i> : The lot shall be fairly free from nuts showing visible defects like under-sized, partially developed or deformed nuts, damaged or cracked shell, splits or perforations, oil stains, sun-burns or blight marks, residue of chemical bleaches etc. <p>The lot shall be clean, well graded and fairly free from foreign matter like cob-webs, shell grits, hull remains, rodent excreta, human hair etc.</p>	<ul style="list-style-type: none"> (i) Invisible or internal defects—10 per cent, stony nuts (hard or <i>Katha</i>) not exceeding 2 per cent. (ii) Visible or superficial defects—15 per cent.
India Special . . .	30 mm.	Do.	Do.
India-I . . .	26 mm.	Do.	Do.
India-B . . .	24 mm.	Do.	Do.
X-Grade* . . .	24 mm.	Do.	Do.

*“X” Grade as per contract for grade designations and qualities not covered above, subject to approval by the Agricultural Marketing Adviser to the Government of India or the officer or officers authorised by him in this behalf.

NOTE 1.—All percentages for calculating tolerance shall be on the basis of count.

SCHEDULE III

(See rules 3 and 4)

*Grade designation and definition of quality of shelled walnuts (*Juglans regia*) produced in India*

Grade designation	Colour	Size	Essential conditions	Tolerance limit
				I 2 3 4 5
I Indian Light Halves	Light creamy or light golden yellow.	Complete halves, i.e. undamaged separate cotyledons of fully developed kernels.	The kernels shall be— (i) of the current year crop only. (ii) free from diseased and mouldy pieces; cob-webs rodent excreta, human hair, live pests, grubs or eggs, shell-grits, wood-stinters, husk and other foreign matter. (iii) edible, having agreeable taste and aroma. (iv) reasonably free from partially or wholly shrivelled, oil-bled, darkened, blighted, sun-burnt, worm-eaten, rancid, bitter, excessively oily or unpalatable, tainted or blemished kernels. (v) free from walnut-meal or flour at the time of packing. (vi) properly cured (i.e. efficiently dried) so that they reach the destination in good sound condition and the loss in weight on arrival at destination may not exceed 1 per cent.	<i>Colour</i> 1. 10 per cent darker of which not more than 2 per cent shall be darker than light amber or light tan. <i>Size</i> 1 ² 2. Ecorneé (three quarters of complete halves) 13 per cent which shall not contain more than 5 per cent kernels smaller than 'Pieces' (small). <i>Other defects</i> 3. (as detailed against item (iv) under column 4), 4 p.r. cent.

	I	2	3	4	5
2	Indian Special Small Light Halves.	Light creamy or Light golden yellow.	Complete halves but very small in size. (maximum breadth 2·4 mm.)	As laid down for Indian Light Halves.	1. Colour : As in the case of Indian Light Halves. 2. Size : 'Crumbs' not to exceed 1 per cent. 3. Other defects : As in the case of Indian Light Halves.
3	Indian Light Broken/Pieces (Large).	Do.	Three-quarters of complete halves laid down to pieces, which shall not pass through a 7·00 mm. sieve.	As laid down for Indian Light Halves.	1. Colour : As in the case of Indian Light Halves. 2. Sizes : 'Crumbs' not to exceed 1 per cent. 3. Other Defects : As in the case of Indian Light Halves.
4	Indian Light (Pieces Sm II).	Do.	One-quarter of complete halves, As laid down for Indian Light Halves. In addition the lot 'crumbs' i.e. they shall not pass through a 4·5 mm. sieve.	As laid down for Indian Light Halves. In addition the lot shall be reasonably free from 'crumbs'. from large and small 'Pieces' and also from very minute particles of kernels.	1. Colour : As in the case of Indian Light Halves. 2. Size : 13 per cent of which 'crumbs' not to exceed 2 per cent. 3. Other defects : As in the case of Indian Light Halves.
	Indian Light Crumbs.	Do.	Small pieces of kernels sieved out or made from the foregoing Light grades which shall not pass through a 3·00 mm. sieve.	As laid down for Indian Light Halves. In addition the lot shall be reasonably free both from large and small 'Pieces' and also from very minute particles of kernels.	1. Colour : As in the case of Indian Light Halves. 2. Size : Pieces, smaller than 3 mm., shall not be more than 2 per cent. 3. Other defects : As in the case of Indian Light Halves.
6	Indian Light Amber Halves.	Light amber or Light tan	As laid down for Indian Light Halves.	As laid down for Indian Light Halves.	1. Colour : 10 per cent darker than the grade colour of which not more than 2 per cent shall be darker than amber or brown (tan). Size : As in the case of Indian Light Halves

7	Indian Light Amber Brokens/Pieces (large).	Do.	As laid down for Indian Light Brokens/Pieces (large).	As laid down for Indian Light Halves.	<ol style="list-style-type: none"> 1. Colour : Indian Light Amber. 2. Size : As laid down for Indian Light Brokens/Pieces (large). 3. Other defects : As laid down for Indian Light Halves.
8	Indian Light Amber Light a n' set or Light tan.	Do.	As laid down for Indian Light Pieces (small).	As laid down for Indian Light Pieces (small).	<ol style="list-style-type: none"> 1. Colour : As laid down for Indian Light Amber Halves. 2. Size : As in the case of Indian Light Pieces (small). 3. Other defects : As in the case of Indian Light Halves.
9	Indian Light Amber Crumbs.	Do.	As laid down for Indian Light Crumbs except that this grade is sieved out or made from the foregoing grades of Light Ambers.	As laid down for Indian Light Crumbs.	<ol style="list-style-type: none"> 1. Colour : As laid down for Indian Light Amber Halves. 2. Size : As laid down for Indian Light Crumbs. 3. Other defects : As laid down for Indian Light Halves.
10	Indian Brown Halves	Brown (tan) or Amber.	As laid down for Indian Light Halves.	As laid down for Indian Light Halves.	<ol style="list-style-type: none"> 1. Colour : to per cent for darker than brown (tan) or amber and/or off-coloured kernels. 2. Size : As in the case of Indian Light Halves. 3. Other defects : As in the case of Indian Light Halves.
11	Indian Brown Brokens/Pieces (large).	Brown (tan) or Amber.	As laid down for Indian Light Brokens/Pieces (large).	As laid down for Indian Light Halves.	<ol style="list-style-type: none"> 1. Colour : As laid down for Indian Brown Halves. 2. Size : As laid down for Indian Light Brokens/Pieces (large). 3. Other defects : As laid down for Indian Light Halves.
12	Indian Brown Pieces (small)	Brown (tan) or Amber.	As laid down for Indian Light Pieces (small).	As laid down for Indian Light Pieces (small).	<ol style="list-style-type: none"> 1. Colour : As laid down for Indian Brown Halves. 2. Size : As in the case of Indian Light Pieces (small). 3. Other defects : As in the case of Indian Light Halves.

1	2	3	4	5
13 Indian Brown Crumbs.	Brown (Tan) or Amber	As laid down for Indian Light Crumbs except that this grade is sieved out or made from the foregoing grades of Brown kernels.	As laid down for Indian Light Crumbs.	<ol style="list-style-type: none"> 1. Colour : As laid down for Indian Brown Halves. 2. Size : As laid down for Indian Light Crumbs. 3. Other defects : As laid down for Indian Light Halves.
14 Indian 'X' Grade	Colour and size as per requirements of the buyers and approved by the Agricultural Marketing Adviser to the Government of India or the Officer(s) authorised by him in this behalf.	..	As laid down for Indian Light Halves and such other conditions as may be approved by the Agricultural Marketing Adviser to the Government of India or the officer(s) authorised by him in this behalf.	<ol style="list-style-type: none"> 1. Colour : As laid down by the buyers and approved by the Agricultural Marketing Adviser to the Government of India or the officer or officers authorised by him in this behalf. , 2. Size : As in the case of Indian Light Halves.

Foreign Matter :—Maximum tolerance for foreign matter which includes wood-splinters, husk, dirt, meal, shell-pieces etc. shall not exceed 0·2⁵ or 1/4 per cent by weight.

Note. —All tolerances shall be calculated on the basis of weight.

[No.F.17-9/64-AM.]
SANTOKHI SINGH, Under Secy.

MINISTRY OF COMMERCE

New Delhi, the 17th January 1966

S.O. 344—The Central Government having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), by the Calcutta Wheat, Seeds and Bullion Association, 149, Cotton Street, Calcutta, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Association for a further period of one year from the 31st January, 1966 upto the 30th January, 1967, both days inclusive, in respect of forward contracts in linseed in the city of Calcutta.

2. The recognition hereby granted is subject to the condition that the said Association shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[No. 34(1) Com-Genl(Fmc)/63.]

M. L. GUPTA, Under Secy.

